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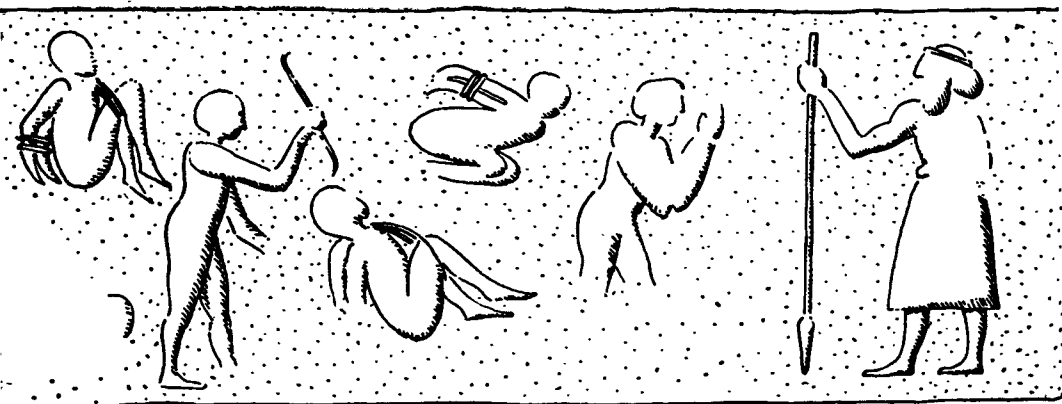
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SLAVERY IN THE ANCIENT NEAR EAST



The earliest representation of war captives. A drawing made from the impression of a cylinder seal found at Uruk in Babylonia; the seal dates from the second half of the fourth millennium B.C.

(From A. Noeldeke, *Fuenfter . . . Bericht ueber die in Uruk . . . Ausgrabungen*, Taf. 23, a.)

SLAVERY

In the Ancient Near East

A COMPARATIVE STUDY OF SLAVERY IN BABYLONIA, ASSYRIA,
SYRIA, AND PALESTINE FROM THE MIDDLE OF THE THIRD
MILLENNIUM TO THE END OF THE FIRST MILLENNIUM

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326.93
Men



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Preface

THIS study is an attempt to describe the various institutions of slavery as they existed in the Ancient Near East from the middle of the third millennium B.C. to the beginning of the Christian era. Its aim is to investigate the sources from which slaves were recruited, their legal status, and the role of slave labor in the economic life of Babylonia, Assyria, Syria, and Palestine.

The sources on which this inquiry is based are unevenly distributed in both content and volume. While we possess hundreds of thousands of business documents from Babylonia representing an almost unbroken chain of evidence for a period of more than two thousand years, our sources from Syria and Palestine are very meager indeed, and those from Assyria only slightly better. The Ugaritic material is primarily literary in character, while the Tell el-Amarna letters are principally political, but both also contain some economic data. In the Old Testament, on the other hand, we find a large mass of economic information and its codes of law are of paramount importance. Still, the lack of private records of the Biblical period is a serious handicap in any study dealing with the economic and social life of the period. In spite of the paucity of sources from Syria and Palestine, however, a fairly accurate account of the institutions of slavery in these countries can be given by utilizing the rich Babylonian and Nuzian material as supplementary to and illustrative of the Syro-Palestinian sources.

A book dealing with the institution of slavery in the Ancient Near East needs no apology. The 'Ancient' Near Eastern world is becoming with each new excavation increasingly

'modern,' and as a result the problems that confronted the inhabitants of the 'Fertile Crescent' in the pre-Christian era no longer appear to us today to be as remote and as antiquated as they did a century ago. Slavery was a labor institution, and its origin, development, and function should therefore prove of interest not only to the historian but also to the economist and sociologist.

It gives me great pleasure to express my deep appreciation to those who have given of their time and erudition in furthering this study. I wish to thank Professors A. Jeffery and S. W. Baron, both of Columbia University, for reading parts of the manuscript; to Professor Joseph Dorfman of Columbia University I am deeply obligated for his friendly encouragement throughout the preparation of this book. I consider it fortunate to have had the assistance of the eminent Assyriologist, Professor A. L. Oppenheim of the University of Chicago. He took time to read the entire manuscript and contributed valuable suggestions. To my friend Professor Karl Wittfogel, Director of the Chinese History Project, Columbia University, I owe a debt of heartfelt gratitude too difficult to express in words. Finally, I am under obligation to the American Council of Learned Societies for a grant in aid towards the publication of the book, and to Professor A. Jeffery for his kind interest in obtaining the grant.

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May 1948

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SLAVERY IN THE ANCIENT NEAR EAST

*Did not He who made me in the womb make
him [the slave] also?
And did not One fashion us in the womb?*

JOB 31:15

I. Sources of Slavery

1. PRISONERS OF WAR

THE EARLIEST Sumerian terms for male and female slaves are the composite signs *nitá+kur* 'male of a foreign country,' and *munus+kur* 'female of a foreign country,' indicating that the first humans to be enslaved in Ancient Babylonia were captive foreigners. These were the first 'human chattels,' to be followed later by imported foreigners, and finally by natives who were reduced to the status of slavery because of debt. That captives of war, spared on the battlefield, were reduced to slavery is amply attested in the annals of the long history of the Ancient Near East. King Rimush, of the Dynasty of Accad, tells us in his inscriptions that he had killed most of his war captives, but those whom he had spared were reduced to slavery.² Puzur-Shushinak, *ensi* of Susa, tells us that he had presented to the temple of Shushinak, his lord, 'prisoners upon prisoners.'³ From the period of the Third Dynasty of Ur we possess long lists of male and female war captives.⁴ From the Isin-Larsa period we have a number of official receipts (most of them dated in the reign of Rim-Anum, king of Kish), concerning people taken from the *bīt asīrī* ('house of prisoners') and sent to perform various state and palace tasks.⁵ The *bīt asīrī* was undoubtedly a war captives' camp⁶ but may have also included among its inmates large numbers of the king's slaves with their families, who were descendants of war prisoners.⁷ The Hammurabi Code takes the then universal practice of the enslavement of war captives for granted and decrees: (1) that captive state officials must be ransomed, in case they have no means of their own, either by their city temple, or by the state; and (2) that a woman whose husband was taken prisoner may remarry in

case she has no means to support herself and her children.' This practice of enslaving some of the war captives was continued in the Neo-Babylonian period. Nebuchadnezzar, like many another king, employed them in numerous public works.' The economic advantages derived by the state from this practice were obvious enough to make all conquerors follow the example set at the dawn of history. The great projects of military fortifications, of road, irrigation, and temple constructions, accomplished by the state would have been almost impossible without the help of the war prisoners, many of whom were skilled craftsmen.¹⁰

The policy toward war captives in Late Assyria was not always uniform. While large groups of people from the defeated countries were often deported and settled in foreign lands in order to prevent national revolts, others, and in large numbers, were dragged to Assyria and forced to work on public projects and in royal domains. The Assyrian records provide us with a vivid picture of the multiple use made of war captives and especially of the Tyrian, Sidonian, and Cyprian sailors, who were instrumental in the building up of an Assyrian navy.¹¹ Indeed, captive craftsmen were deemed so valuable an asset that they were placed on the list of booty second only to princes and high state officials.¹² Even those countries that had voluntarily submitted to the Assyrian yoke had to include groups of skilled workmen as part of their tribute to the court: 'The Dilmunites brought their treasures, with their treasures they sent artisans mustered from their lands.'¹³ Jeremiah (24:1) stresses the great value attached in Babylonia to captive skilled workmen when he lists in the following order the deportees carried away from Jerusalem by Nebuchadnezzar: the king of Judah, the princes of Judah, the carpenters, and the smiths.¹⁴ The small city-states of Syria and Palestine employed the same procedure with regard to their war captives. In a war between the cities of Carchemish and Ugarit in which the former city was victorious, many prisoners were taken. The king of Ugarit then re-

quested the king of Carchemish to free one of the captives, offering him the sum of one hundred shekels of silver as ransom. In answer to this request the king of Carchemish pointed out that he had already sold many Ugaritic prisoners for forty shekels a piece and that he could not be expected to free a high-ranking prisoner for the small sum offered.¹⁵ In the internecine wars among the dependent city-states of Syria and Palestine in the Amarna period (fourteenth century B.C.) some of the war captives found their way to Egypt, where they were sent as 'gifts' by the local princes to their Egyptian overlords.¹⁶ This practice was continued in Israelite Palestine where enslaved war captives,¹⁷ among others, were employed by David and Solomon in the smelter refineries of Ezion-Geber: Elat.¹⁸

2. FOREIGN SLAVES

Traffic in foreign slaves was an integral part of the merchant's activities in Ancient Babylonia. The supply of war captives and native-born slaves was at times not sufficient to satisfy the demand for menial help in agriculture, industry, and in the households of the wealthy, and hence there was a need for importing slaves from the neighboring countries. In a document dated in the reign of Ammiditana, a man residing in Dilbat bought a female slave who was a native of Ursum.¹⁹ In another document, dated in the reign of Ammisaduga, a financier advanced to an agent a quantity of oil worth more than twenty shekels of silver in order to procure healthy and good-looking slaves in Gutium and forward them to Babylon within the period of one month.²⁰ In a private letter of the same period, a merchant complained that his business partner, to whom he had given a Hurrian slave to sell, failed to find a customer for him.²¹ In another letter written in Arrapha, a man reported to his associate in Babylonia that he had arrived safely in Arrapha but had had bad luck. His boy ran away, one female slave died, and he himself became ill; but he still had in his possession one female

slave who had not yet been sold.²² The custom of the wealthy Babylonians to include slaves as part of their daughters' dowries is reflected in a letter written by a merchant to his agent, in which he asked him to purchase two male and three female slaves as part of the dowry for his daughter.²³ That the activities of the Babylonian merchants in importing and exporting slaves played an important role in the country's economy is evident from the Hammurabi Code, in which two laws are devoted to the regulation of this traffic. Paragraphs 280-81 of the Code provide that if a slave be bought in a foreign country, and after having been brought to Babylonia it be discovered that he had formerly belonged to a Babylonian master, then, if the slave be a native Babylonian he must be freed unconditionally and the merchant who bought him forfeits his money (as a penalty for having acquired a slave who had been illegally sold into a foreign country). If, however, the slave be of foreign birth, he must be returned to his former owner.²⁴ Nuzian merchants imported slaves from the neighboring countries of Babylonia²⁵ and Lullu.²⁶ The latter were highly valued for their reputed sound health and excellent qualities. Like the Hammurabi Code, the Nuzian law took cognizance of the lively trade in foreign slaves and fixed the price of imported Lullian slaves at thirty shekels a head.²⁷ Another source of foreign slaves was captives of war whom individual soldiers seized 'with their own hands' and whom, upon their return, they sold in the market place.²⁸

Slaves were imported and exported by private merchants who dealt in various commodities. Strictly speaking, there were no 'slave merchants' in the Ancient Near East. The demand for slaves was not big enough to call for specialization in this field of commercial activity. The same merchant who dealt in wheat, cattle, real estate, etcetera, would also deal in slaves. The well-known Balmunamhe of Larsa, whose long and diverse business activities are known from a large number of documents, traded in all kinds of commodities, including those of buying, selling, and leasing of slaves.²⁹ There were

many like him in Ancient and Neo-Babylonia, as well as in Assyria,³⁰ but none of them dealt exclusively in slaves.

3. EXPOSURE OF INFANTS AND KIDNAPING OF MINORS

Although captives of war, foreign slaves, and their descendants made up a substantial part of the slave population in Mesopotamia, the bulk of the Babylonian and Assyrian slaves originally came from the ranks of the native population, such as defaulting debtors, unemployed men and women who sold themselves voluntarily into slavery, and minors who were either sold outright by their parents or who were forced into a position in which only slavery could save their lives. To the last class applied the practices of the exposure of infants and the kidnaping of minors. Parents who, for one reason or another, could not, or would not, bring up their offspring, and poor parents who did not have the means to provide for their children, exposed their young by placing them 'in a pit' (*ina būrti*), 'on the street' (*ina sūqi*), or, as it is euphemistically referred to, by placing the infant 'in the mouth of a dog' (*ina pī kalbi*) or 'in the mouth of a crow' (*ina pī āribi*).³¹ The phrase 'to throw [the infant] to the mouths of the dogs,' that is, exposure, is mentioned in a Neo-Babylonian document.³² The fate of these infants, left to the tender mercy and care of 'dogs' and 'crows,' is apparent. Most of them perished from hunger and cold, but some escaped death by being picked up by strangers who chanced to pass by the 'pit.' These foundlings were sometimes adopted by their rescuers,³³ but in most cases were brought up by them as slaves. Another source of slavery was the practice of kidnaping young people and then selling them as slaves. The Hammurabi Code and the Old Testament codes prescribed death as the penalty for the kidnaping of minors.³⁴

4. SALE OF MINORS

Sale of children into slavery or semi-slavery was not an uncommon practice in the Ancient Near East. These sales

were transacted in two forms: (1) unconditional sale, that is the parent(s) handed the child over to the buyer and in return received the purchase price 'in full'; and (2) sale-adoption, that is, the parent(s) received the head-price (in some contracts called euphemistically a 'gift'), and the sold minor was adopted by the purchaser. The first method was a sale transaction pure and simple, the contract containing a few matter-of-fact clauses, which were usually employed in the recording of a sale of simple commodities.

Following are a few examples of documents dealing with the sale of children by their parents from the time of Enetarzi, *ensi* of Lagash, from the period of the Third Dynasty of Ur, and from Larsa:

RTC 17^m

Col. I

- | | |
|-----------------------------|-----------------------------------|
| 1. lú + gunu-bandà | 1. Lugunubanda, |
| 2. dam en-èn-tar-zi | 2. wife of Enetarzi, ^m |
| 3. ensi ₂ | 3. <i>ensi</i> |
| 4. lagaš ^{kl} -gé | 4. of Lagash, |
| 5. gan-ki-kù-šè | 5. from Gankiku, |
| 6. enim-bi-du ₁₀ | 6. Enimbidu, |

Col. II

- | | |
|---------------------------------------|--|
| 1. gala | 1. the temple singer, |
| 2. dumu-ni | 2. his son, |
| 3. e-šu-šam ₄ ^m | 3. has bought. |
| 4. níg-šam ₄ -ma-ni-šè | 4. As his price, |
| 5. 1/3-ša ma-na kù | 5. one-third of a mina of silver, |
| 6. 1 še kùr sag-gál | 6. one standard large <i>kur</i> of grain, |
| 7. 1 kas-kaš | 7. one [measure] of beer, |
| 8. 20 šuku | 8. twenty [loaves] of <i>šuku</i> -bread, |
| 9. 20 ninda QA | 9. [and] twenty [loaves] of QA-bread, |

Col. III

1. e-na-sum

1. she has given.³⁸

ITT II 4578

1. [-----]

1. [X shekels of silver],

2. níg-šam₄ 1 dug₄-ga-ni

2. the price of Du[g]ga,

3. dumu ur-dingir-kam

3. son of Ur-dingir,

4. lugal-ušumgal

4. Lugal-ushumgal,

5. ensi₂-gé5. the *ensi*,

6. ì-ši-lá

6. has paid.

7. ib-ni-šarru

7. Ibni-sharru,

8. dumu hu [. . .]

8. Son of Hu . . .,

9. šu-ba-[ti]

9. has received [it].³⁹

Rest of tablet broken off.

ITT II 3542⁴⁰

1. di-til-la

1. Completed case.

2. 1 4/5 še kùr ma-nasíg

7. The witnesses

3. šám-til-la [. . .] dumu
[SAL]⁴¹ lú-usar-bar-ra-ka

8. Sagrig-Baba,

4. ki lul-a-mu [dumu] é-
dub-ba-ta

9. Baba-nin . . . am,

5. lú-usar-bar-ra ab-ba nin-
nanga-ra šu-ba-ti-a10. [and] Ur-gishgigir, son
of Ur-Kallaki,6. nin-nanga geme lú-u [sar-
bar]-ra lul-a-mu in-šám-a

11. swore [to the fact]

7. lú-inim-ma-bi

2. that one and four-fifths
kur of grain [and] four
minas of wool,8. sag-rig⁴²—^aba-ba₆3. the full price of [Nin-
nanga], daughter of Lu-
usarbarra,9. ^aba-ba₆-nin-[. . .]am4. from Lulamu, son of
Edubba,10. ur-giš-gigir dumu ur-
^akal-la-ki₄5. Lu-usarbarra, father of
Nin-nanga, has received,11. nam-erím-bi in-ku₅6. and that Nin-nanga, the
female slave from Lu-
u[sarbar]ra Lulamu has
bought.⁴⁴

ITT III 6564^a

- | | |
|--|---|
| 1. di-til-la | 1. Completed case. |
| 2. lú-ka-ni eri (d) | 2. Lukani, the slave, |
| 3. šám-til-la-ni | 3. for his full price of |
| [1] 2 gín igi-3-gál kù- | twelve and one-third |
| babbar-šè | shekels of silver, |
| 4. ku ₅ -da ab-ba-na | 4. from Kuda, his father, |
| ù bil-[x] dam-na | and Bil . . . ,his mother, |
| 5. mu en erida ^{ki} -ta | 5. in the year of the high |
| | priest of Eridu, |
| 6. lú-dingir-ra dumu šakàn- | 6. Lu-dingir, son of |
| ni | Shakani, |
| 7. in-ši-šám | 7. has bought. |
| 8. lú-šag ₅ -ga dumu ur-gar | 8. Lushagga, son of Ur-gar, |
| 9. ur- ^d en-líl dumu da-da | 9. Ur- ^d Enlil, son of Dada, |
| 10. lú-inim-ma-bi-[me] | 10. were the witnesses. ^a |
- Rest broken off.

YBT VIII 8

- | | |
|---|---------------------------------|
| 1. ¹ ḥa-zi-ru-um mu-ni-im | 1. Hāzirim by name, |
| 2. ki ^a sin-mu-ša-lim ad-da- | 2. from Sin-mushallim, his |
| a-ni | father, |
| 3. ù ga-mi-il-tum [ama]-a- | 3. and Gāmiltum, his |
| ni | mother, |
| 4. ¹ bal-mu-nam-ḥé | 4. Balmunamhe |
| 5. in-ši-[šám] | 5. has bought. |
| 6. 1/3 ma-na [kù-babbar] | 6. One-third mina [of |
| | silver], |
| 7. šám-til-la-bi-[šè] | 7. as his full price, |
| 8. in-na-an-[lá] | 8. he has paid. |
| 9. u ₄ -kúr-šu ^a sin-mu-[ša- | 9. That in future Sin- |
| lim] | mushallim |
| 10. ù ga-mi-[il-tum] | 10. and Gāmiltum |
| 11. nu-mu-un-gi ₄ -[gi ₄ -dè] | 11. shall not contest the sale |
| 12. mu lugal-la-bi i[n-pà-eš] | 12. by the name of the king |
| | [they have sworn]. ^a |

Young girls were often sold with the expressed purpose of serving a double function—as handmaids to their mis-

tresses and as concubines to their masters. In a document dated in the reign of Hammurabi we read the following:

Shamash-nūri daughter of Ibbi-Sha'an, from Ibbi-Sha'an her father, Bunene-abi and Bēlisunu have bought; to Bunene-abi she is a wife, to Bēlisunu she is a slave. On the day Shamash-nūri to Bēlisunu her mistress, 'you are not my mistress' say, she shall cut her [front] hair and sell her for money. . ."

In a note to the translation of this document, Schorr calls attention to the fact that, in contrast to other marriage contracts, the clause regarding the dissolution of the marriage is not mentioned here and concludes that the girl remained in effect a slave, with the double function of maid to her mistress and concubine to her master. Sales of children are also reported from Neo-Babylonia and from Assyria. In a document dated in the reign of Nebuchadnezzar, a man and his wife jointly sold their son.⁴⁸ A direct sale of a girl by her father is recorded in a document from Assyria dated in the middle of the seventh century B.C. A man owed the sum of thirty shekels of silver that he was unable to pay; he therefore handed his daughter over to the creditor, and the document states with finality: 'that woman is bought, taken.'⁴⁹ In another document, dated in the year 687 B.C., we learn of a mother who sold her young daughter for the price of thirty shekels of silver.⁵⁰ In still another document, also of the same period, a man sold his young son for sixteen shekels of silver.⁵¹ These sale contracts are phrased in the same legal terms as those dealing with the sale of commodities, and repudiation of the sale by either party is barred by the threat of penalties of the most severe nature. In one case the purchaser even received from the father of the sold son a guaranty of one hundred days against leprosy and epilepsy, a clause found only in slave-sale documents of this period.⁵² The same guaranty was also given in a sale of a girl by her brother.⁵³ The large number of documents relating to the sale of minors by their parents in Nuzi is of the sale-adoption or conditional-sale type, but we

also have a few cases of unconditional sale. In one, a man sold his daughter into slavery (*ana amtūti*) for thirty minas of lead, a quantity of barley, and five sheep.⁵⁴ There are several cases on record of the sale of young girls by their brothers. Thus one man sold his sister for thirty-six minas of lead, the equivalent of the price of an ox and seven minas of bronze; in another case, a sister was sold for certain commodities equivalent to the price of a cow and six minas of copper.⁵⁵ Cases of outright sale of children into slavery by their parents are not recorded in the Old Testament. However, the facts that parents sold their young girls into conditional slavery (Ex. 21:7-11), that creditors seized the children of their deceased debtors (II Kings 4:1), and that debt-ridden farmers were forced by law to hand their sons and daughters over as slaves (Neh. 5:5) show that, as in the neighboring countries of Babylonia and Assyria, Palestinians, when hard pressed, could and probably did sell their children 'voluntarily' into servitude.

While Babylonian and Assyrian parents knew only of one method of selling their children, that of unconditional slavery, the non-Semitic Nuzians and the Hebrews of Palestine evolved a new scheme of sale. This was the method of sale-adoption, whereby young girls were sold with the explicit condition that, upon reaching puberty, their purchaser would give them into marriage. The following is a typical Nuzi sale-adoption contract:

Nuzi I 26

- | | |
|--|---|
| 1. [ṭup-pí mār]tūti ù kál-la-tu ₄ -ti | 1. [Tablet of daughter]ship and daughter-in-lawship |
| 2. [ša] ^{me} te-ḫi-ip-til-la mār pu-ḫi-še-en-ni | 2. [of] Tehip-tilla, son of Puhi-shenni. |
| 3. [mi]-ú-ki mār ma-šī-ilu | 3. Iuki, son of Mašī-ilu, |
| 4. [mārat-zu] ^f ši-lu-ia | 4. [his daughter] Shiluia |
| 5. a-na mār ^{tūti} ti ù a-na kál-la-tu ₄ -ti | 5. into daughtership and daughter-in-lawship |

- | | |
|--|--|
| 6. a-na mte-ḫi-ip-til-la
iddin ⁱⁿ | 6. to Tehip-tilla gave, |
| 7. ù mte-ḫi-ip-til-la a-na
aš-šu-ti | 7. and Tehip-tilla into wife-
hood |
| 8. a-na ma-kip-šarri a-na
ardi-šu iddin ⁱⁿ | 8. to Akip-sharri, to his
slave has given (her). |
| 9. ù šum-ma ma-kip-šarri
im-tu ₄ -[ut] | 9. If Akip-sharri dies, |
| 10. ù mte-ḫi-ip-til-la řši-lu-ia | 10. then Tehip-tilla shall give
Shiluia |
| 11. a-na řa-ni-im-ma ar-di-šu
i-na-din | 11. to another slave of his. |
| 12. ù a-di-i řši-lu-ia bal-ťá-at | 12. As long as Shiluia lives, |
| 13. ù i-na bīti řa mte-ḫi-ip-til-
la la u-[ří] | 13. the house of Tehip-tilla
she shall not leave. |
| 14. ù mte-ḫi-ip-til-la 45 řiqil
kaspa | 14. Tehip-tilla forty-five
shekels of silver |
| 15. a-na m ₁ -ú-ki iddin ⁱⁿ | 15. to Iuki has given. ⁶⁶ |

The conditions specified in this contract drawn up between the girl's father and her 'father-in-law' are: (1) that the girl be married to one of her father-in-law's slaves; should her first husband die, she is to be given as a wife to another slave of the same household; (2) no matter what happens to her mates, she is to remain as long as she lives in her father-in-law's house in the double capacity of a slave-bearing mother and of a maid. Formally, this transaction is an adoption contract, for Tehip-Tilla takes the girl Shiluia into daughter-ship and daughter-in-lawship, but in fact it is a sale in disguise. The so-called father-in-law purchased the girl and paid her head-price to her father. The only difference between the unconditional sale of young girls and the Nuzian sale-adoption lies in the fact that whereas in the former case the purchaser may do with the girl as he pleases, he is bound in the latter case to give her in marriage. The principle, then, underlying the Nuzian sale-adoption of this type was to insure the sold girl with a marital status and thereby prevent her master from exploiting her as a prostitute, the inevitable fate

of the female slave.⁶⁷ The condition that the slave girl be married was fundamental. Fathers took the precaution to safeguard for their daughters a continuous marital status by inserting in the sale document a special clause to the effect that should the first slave-husband die, her master would give her into marriage to another one of his slaves. In some documents provisions are made for four husbands,⁶⁸ and in one for as many as eleven: 'If ten of her husbands have died, in that case to an eleventh into wifehood she shall give her.'⁶⁹ The status of the husband was of secondary importance. This depended primarily on the bargaining power of the parents. If the sum needed was small and not urgent, a father might succeed in having his sold daughter marry a freeman; otherwise he had to be satisfied with a slave as a son-in-law. The needs of the parents are reflected in the variety of conditions contained in the sale-adoption contracts. Briefly, they may be summarized in the following order: (1) that the girl be married to her master;⁷⁰ (2) to her master's son;⁷¹ (3) to a man 'in the gate,' that is, to a stranger;⁷² (4) that she should not be given into marriage to a slave;⁷³ (5) that she may be given into marriage to a slave;⁷⁴ and (6) that she may be given to a slave, or be made into a prostitute.⁷⁵

The Nuzian practice of conditional sales of young girls had its parallel in Palestine. There, too, this custom was in vogue, at least in early times. A section of the earliest Hebrew slave legislation, that of Exodus 21:7-11, reads as follows:

If a man sells his daughter to be an *āmāh* [literally 'handmaid, female slave'], she shall not go free as the slaves do [i.e. in the seventh year]. If she is displeasing to her master, who acquired her for himself, he shall let her be redeemed; to sell her to a stranger⁷⁶ he shall have no power, since he has dealt deceitfully with her. And if he has appointed her for his son, he shall treat her in the manner of daughters. If he marries another [wife], he shall not diminish her food, her clothes, and her conjugal rights. If he does not observe these three [duties] to her, then she shall go free for nothing, without money.

In view of the Nuzian practice, this Biblical law represents a fragment of a series of enactments that originally dealt with all cases of conditional sales of young girls. The section before us deals with the specific case of a brideship and daughter-in-lawship sale, that is, the sale of a freeborn young girl by her father with the condition that the master himself or his son marry her.⁶⁷ The conditions as set forth in this case are: (1) that the master himself marry her (hence the prohibition of treating her like a slave woman⁶⁸ or selling her into marriage to a stranger); (2) in case the master refuses, after she has reached puberty, to abide by the stipulation in the contract on the ground that the girl now does not find favor in his eyes, he may take recourse to one of the following alternatives: (a) he may let her be redeemed; (b) he may give her as a wife to one of his sons; or (c) he may retain her as his concubine. In the last-mentioned case he must support her with the necessities of life. Should he refuse, however, to comply with one of these alternatives open to him, then, as a penalty for breach of contract, 'she shall go free for nothing, without money.'⁶⁹ Not many Palestinian fathers whom poverty and debts compelled to sell their daughters, however, were able to sell them under such 'favorable' conditions. Some were forced to sell their daughters under harsher terms, namely, that the girls be married to slaves. That this Nuzian practice was also in use in Palestine is evident from the very same Biblical law. Exodus 21:2-6 deals with the Hebrew defaulting debtor who is to work for six years and is to be freed in the seventh. 'If he came in single, he shall go out single; if he was married, his wife shall go out with him. If his master gives him a wife, and she bears him sons or daughters, the wife with her children shall belong to her master, and he shall go out alone.' Now, who is this woman, who is given here to cohabit with the defaulting debtor, and whose children, though born of a free father temporarily in servitude, remain the property of the master? The usual interpretation that she was a Canaanite makes little

sense. Not all Canaanite women were slaves, and if a Canaanite slave woman was meant, the term *āmāh* or *šifhāh* and not *'iššāh* would have been employed. It may therefore be suggested that the *'iššāh* was a freeborn Hebrew girl who was sold by her father on the condition that she be given as a wife to a slave. We have cited cases in the Nuzian practice where girls were sold with the stipulation that they be married consecutively to four or even to eleven slaves.²⁰ We have in the Biblical law a similar case. The girl is married to a slave and lives with him until he is freed in the seventh year. After that she is given into marriage to another slave and so *ad infinitum*, for she, in distinction to those who were sold with the stipulation that they be married to a freeborn man, remains in the house of her master as long as she lives, and her children are the property of her owner.

5. SELF-SALE

Lack of employment, or debts, drove people to sell first their children and then themselves into slavery. In the absence of any state or communal help for those driven from the soil by war, famine, or economic misfortunes, a man or woman had only one recourse to save himself from starvation, and that was self-sale into slavery. Voluntary self-sale was a common phenomenon, especially among strangers who had neither kin nor friends to tide them over in times of distress; but even natives sometimes resorted to this desperate step. Most of the self-sale cases in Ancient Babylonia are reported from the reign of Rim-Sin, king of Larsa, when the country passed through a severe economic crisis. But the practice of self-sale was already known in the period of the Third Dynasty of Ur, as the following document of the self-sale of a whole family testifies:

RV 53

1. [l ur]-du₆-kù-ga
2. l an-bu-za dam-ni

1. Ur-dukuga,
2. Anbuza his wife,

- | | |
|--|---|
| 3. 1 nin-da-da | 3. Nindada, |
| 4. 1 nin-úr-ra-ni | 4. Ninurrani, |
| 5. 1 ur- ^a šu-maḥ | 5. [and] Ur-Shumah |
| 6. dumu-ni-me | 6. his children, |
| 7. 2/3 ma-na 3 gín kù-
babbar-šè | 7. for two-thirds of a mina
and three shekels of silver, |
| 8. ní-ta-ne-ne ba-ra-an-šam ₄ -
áš ^{ra} | 8. of their own accord have
sold themselves. |

The following four self-sale documents are from Larsa and are dated in the reign of Rim-Sin. They are phrased in a very matter-of-fact style.

YBT v 145

- | | |
|--|--|
| 1. 1ištār-ellati ^{ti} mu-ni-im | 1. Ishtar-ellati by name, |
| 2. ki ní-te-na-ni-šè | 2. of her own accord |
| 3. 15½ gín kù-babbar | 3. fifteen and one-half
shekels of silver |
| 4. ki bal-mu-nam-ḥé | 4. from Balmunamhe |
| 5. šu-ba-an-ti | 5. has received |
| 6. šám-til-la-ni-šè | 6. as her full price. |
| 7. giš-gan-na íb-ta-an-bal ^{ra} | 7. The <i>bukannum</i> he [the
purchaser] brought over
[to himself]. ^{ra} |

YBT VIII 17

- | | |
|------------------------|--------------------------|
| 1. 1i-lí-ma-abi | 1. Ilima-abi |
| 2. ní-te-ni | 2. of his own accord, |
| 3. ki ní-te-ni | 3. from himself, |
| 4. 1bal-mu-nam-ḥé | 4. Balmunamhe |
| 5. in-ši-in-šám | 5. has bought. |
| 6. šám-til-la-bi-šu | 6. As his full price |
| 7. [x x x x] kù-babbar | 7. [X shekels] of silver |
| 8. [i]n-na-an-lá | 8. he has paid. |

YBT VIII 31

- | | |
|-----------------------------|-------------------------------|
| 1. 1qù-ur-ru-du-um mu-ni-im | 1. Qurrudum by name, |
| 2. 1nu-ú-a-tum mu-ni-im | 2. Nūatum by name, |
| 3. dumu-meš a-pil-ku-bi-[x] | 3. The children of Apil-kūbi, |
| 4. šeš ḥa-ba-na-tum-[x] | 4. brother of Habanatum, |

- | | |
|-------------------------------------|--|
| 5. ki ní-te-ni | 5. from themselves |
| 6. 'bal-mu-nam-hé | 6. Balmunamhe |
| 7. in-ši-šám-meš | 7. has bought. |
| 8. a-na i-hé-el-ti-šu-nu | 8. For their debt |
| 9. 1/3 ma-na kù-babbar | 9. one-third mina of silver, |
| 10. šám-til-la-ni-šè | 10. as their full price, |
| 11. in-na-an-lá | 11. he has paid. |
| 12. pá-qí-ra-an i-pá-qá-ru-šu-nu-ti | 12. He who brings a claim against them |
| 13. 1 ma-na kù-babbar | 13. one mina of silver |
| 14. in-na-[an-lá] | 14. will pay. |

YBT VIII 40

- | | |
|---------------------------|---------------------------|
| 1. 'sin-ma-gir mu-[ni-im] | 1. Sin-māgir by name, |
| 2. níg ní-te-na | 2. belonging to himself, |
| 3. ki ní-te-na | 3. from himself, |
| 4. 'bal-mu-nam-hé | 4. Balmunamhe |
| 5. in-ši-in-šám | 5. has bought. |
| 6. 10 gín kù-babbar | 6. Ten shekels of silver, |
| 7. šám-til-la-bi-šu | 7. as his full price, |
| 8. in-na-[an]-lá | 8. he has paid. |

Of the thousands of legal and business documents that have come down to us from the Hammurabi period, from Neo-Babylonia and Late Assyria, not one, to the knowledge of the writer, contains a case of self-sale. This, however, in no way proves that such cases were nonexistent. One document from the Assyrian merchant colony of Kanish (Cappadocia) provides us with a clear example of the self-sale of a man and his wife because of poverty. A certain A and his wife, who were 'in distress,' were given by B to C because C 'kept them alive,' that is saved them from hunger. A and his wife became the slaves of C.²⁴

From Nuzi we possess a number of documents relating to self-enslavement. These are mostly from the foreign immigrants, the Habiru, who, being unable to find employment, entered 'of their own free will,' singly or with their families, into the status of servitude.

Nuzi v 459

- | | |
|--------------------------------------|-----------------------------|
| 1. ^m mār-i-ti-ig-la-at | 1. Mār-Idiglat, |
| 2. awēl ^h ha-bi-ru-ú | 2. a Habiru |
| 3. ša māt aš-šu-ur | 3. from Assyria, |
| 4. ù ra-ma-aš-šu-ma | 4. of his own free will, |
| 5. a-na ardūti ^{meš.ti} | 5. as a slave |
| 6. a-na ^m te-ḫi-ip-til-la | 6. to Tehip-tilla, |
| 7. mār pu-ḫi-še-en-ni | 7. son of Puhi-shenni, |
| 8. uš-te-ri-ib-šu | 8. caused himself to enter. |

In another document, *Nuzi v. 449*, we learn that a certain (Habiru?) woman by the name of Wahuluki entered into the status of slavery (*a-na amtūti ù ardūti*) with her children into the house of Tehip-tilla.

The document goes on to say:

- | | |
|---|--|
| 6. ù šum-ma ^f wa-ḫu-lu-ki | 6. Now, if Wahuluki |
| 7. ibbalkat ^{at} ù uš-tu | 7. should withdraw and leave |
| 8. bīt ^m te-ḫi-ip-til-la ú-uš-ši | 8. the house of Tehip-tilla |
| 9. ù ki-i-a-am i-qa-ab-bi | 9. and say, |
| 10. a-na-ku la amtu-mi ù mārū ^{meš-ia} | 10. 'I am not a slave and my children |
| 11. la ardāni ^{meš} ù ^m te-ḫi-ip-til-la | 11. are not slaves,' then Tehip-tilla |
| 12. ^f wa-ḫu-lu-ki qa-tu še-ir-ri-šu | 13. shall pluck out the eyes |
| 13. i-in-šu-nu i-na-pal-ma | 12. of Wahuluki and those of her offspring |
| 14. ù a-na ši-mi i-na-din-na-aš-šu-nu-ti | 14. and sell them for a price. |

It will be noticed that in distinction to the self-sale documents from Babylonia, cited above, no purchase price is paid to these people who enter into servitude.⁷⁸ They enter voluntarily into this state of servitude in exchange for food, clothing, and shelter. As one document succinctly expresses it: 'As long as T [the master] lives, A [the Habiru] shall serve him and T food and clothing shall give him.'⁷⁹ Furthermore, the man or woman who 'enters' the house of a master must remain there as long as the latter lives. In case of desertion

the Habiru becomes subject to the most cruel punishment." On the other hand, we find that in some cases the Habiru is allowed to withdraw provided he supplies another man to serve in his stead.⁷⁸ These people then retain some kind of legal personality, for it is expressly stated in some documents that only after desertion will they 'be sold for a price,' that is, be reduced to the status of slavery.⁷⁹ Economically, however, these people were unfree. They were 'bound' to their master for the duration of his life, and hence it was a kind of 'self-sale' into servitude.

Of all the ancient law codes, the Old Testament alone (Ex. 21:2-6, Dt. 15:16-7, Lev. 25:39ff.) mentions the case of self-sale or voluntary slavery. The law of Exodus 21:2-6, which deals with the case of a defaulting debtor to whom his master has given a wife, provides that should the slave, after his six-year term had expired, decide voluntarily to remain in servitude, his master should accept him:

But if the slave shall plainly say, 'I love my master, my wife, and my children, I will not go free.' Then his master shall bring him unto God, and he shall bring him to the door or to the door-post, and his master shall pierce his ear with an awl; and he shall serve him forever.

The emphasis on 'he shall serve him forever,' or as Deuteronomy 15:16-7, which is a parallel to this law, phrases it, 'And he shall be your slave forever, and also to your female slave you shall do likewise,' indicates that voluntary slavery of a Hebrew was considered, as it was in Nuzi, to be of a permanent character.⁸⁰ While the cited two laws of Exodus and Deuteronomy deal with the voluntary self-enslavement of a former debtor-slave who entered into this state under particular circumstances, namely, his unwillingness to leave economic security and especially his family, the law of Leviticus 25:39ff. is of an entirely different character. This law has nothing in common with those of Exodus and Deuteronomy. There the subject is the defaulting debtor enslaved by his

creditor; here it is the free Hebrew who voluntarily enters into the state of slavery because of adverse economic circumstances. The law makes a distinction between a Hebrew and a non-Hebrew master. In the first case, the Hebrew slave remains in perpetual slavery although theoretically he was to be freed in the year of the jubilee.³¹ His master could, of course, release him before the jubilee, but the law does not demand it of him. On the other hand, if a Hebrew sold himself to a foreigner, the latter must free him if the slave himself or one of his kin offers to redeem him.

6. ADOPTION OF FREEBORN CHILDREN

Adoption of infants and adults was since time immemorial a frequent practice in Ancient Babylonia. The Sumerian school texts *ana ittišu*,³² the so-called Sumerian Family Laws,³³ and the Hammurabi Code deal extensively with the law and practices of adoption.³⁴ From the large number of adoption contracts at our disposal it seems quite clear that the underlying cause of most of the adoption cases, whether of infants, adults, or freed slaves, was economic in character, namely, a desire on the part of the adopter to acquire cheap labor and security in old age. The adoption transaction, irrespective of the differences in legal phraseology and local usages, was fundamentally a business deal made and agreed upon by the two parties concerned for their mutual economic advantage. The two parties signed a contract according to which each of them took upon himself definite obligations and responsibilities. Like any other business transaction, the adoption contract also contained a clause specifying a penalty against a one-sided dissolution of the agreement. The following is a specimen of an adoption contract dated in the reign of Rim-Sin:

YBT VIII 149

1. ¹i-mi-ir-tum mu-ni-im
2. dumu-SAL ub-la-tum
3. ù ši-ip-^asin

1. Immertum by name,
2. daughter of Ublatum
3. and Shêp-Sin,

- | | |
|---|---|
| 4. ki ub-la-tum ama-a-ni | 4. from Ublatum, her mother, |
| 5. ù ši-ip ^d sin ad-da-a-ni | 5. and Shēp-Sin, her father, |
| 6. ʾla-ma-súm dumu-SAL i-ni-ib-šar-ri-im | 6. Lamassum, daughter of Inib-sharri |
| 7. nam-dumu-ni-šè šu-ba-ti | 7. has adopted as her child |
| 8. nam-ibila-ni-šè in-gar | 8. [and] appointed her as heiress. |
| 9. tukum-bi | 9. If |
| 10. ʾi-mi-ir-tum | 10. Immertum |
| 11. nam-la-ma-súm dumu-SAL i-ni-ib-šar-ri | 11. to Lamassum, daughter of Inib-sharri, |
| 12. ú-la um-mi iq-ta-bi | 12. 'you are not my mother' say, |
| 13. nam-kù-šè in-na-aš-mu-uš | 13. she shall sell her for money. |
| 14. ù tukum-bi | 14. And if |
| 15. ʾla-ma-súm dumu-SAL i-ni-ib-šar-ri | 15. Lamassum, daughter of Inib-sharri |
| 16. nam-i-mi-ir-tum dumu-SAL | 16. to Immertum [her] daughter, |
| 17. ú-la dumu-SAL-a-ni iq-ta-bi | 17. 'you are not my daughter' say, |
| 18. i-na mi-ma-ša i-ba-š[u] | 18. she shall forfeit whatever |
| 19. i-te-li | 19. she possesses. |

It is not our purpose to discuss the institution of adoption in all its aspects.⁵⁵ We are primarily interested in this practice as a source of slavery and manumission. The Sumerian law decrees slavery for the disobedient and the recalcitrant adoptive:

If an [adopted] son to his father 'you are not my father' say, he shall cut his [front] hair, put a slave mark⁵⁶ on him, and sell him for money.

If an [adopted] son to his mother 'you are not my mother' say, his [front] hair shall be cut, in the city he shall be led around, and from the house he shall be driven out.

If a father to his [adopted] son 'you are not my son' say, house and walls he [the father] shall forfeit.

If a mother to her [adopted] son 'you are not my son' say, house and furniture she shall forfeit.⁸⁷

The severe penalty meted out to the disobedient adopted son was consonant with the very nature of the undertaking. Both contracting parties made investments with the view of future returns: the adopter expected to be cared for as long as he lived; and the adoptive expected a share in his father's inheritance. Since the repudiation of the agreement by either party carried with it a financial loss, the repudiated party had to be properly compensated. The adopter forfeits 'house and walls,' and the adopted son, who possesses nothing save his body, is sold into slavery.⁸⁸

These slavery clauses, in one form or another, are found in many adoption contracts of early Babylonia. A few examples of such contracts will suffice to illustrate the point that the institution of adoption, though serving primarily family and economic purposes, was also, in a restricted sense, a source of slavery. In an adoption document dated in the reign of Rim-Sin, the woman Shallurtum, adopted a young girl by the name of Awirtum from her parents. As her price, the parents received the sum of one and two-thirds shekels of silver. The reason for the adoption is plainly stated in the following words: 'Awirtum shall be made a prostitute, and from her earnings she shall provide for Shallurtum, her mother. If Awirtum should say to Shallurtum "you are not my mother," she shall be sold for money.' On the other hand, if Shallurtum shall repudiate her adopted daughter by saying 'you are not my daughter,' she shall pay a fine of ten shekels of silver and in addition forfeit the money paid to Awirtum's father at the time of the adoption.⁸⁹ In a document from Sippar, dated in the reign of Hammurabi, a man and his wife adopted a young boy. The first clause of the contract assures the boy of the right of inheritance as the first-born, even should the parents have children of their own. The second clause pro-

vides the penalty for breach of contract. Should the adoptive say, 'you are not my father, you are not my mother,' his parents shall cut his (front) hair and sell him for money. On the other hand, should the adopters declare 'you are not our son,' they shall forfeit house and utensils. At the end of the contract is a note stating that an (unspecified) sum of money was paid by the adopters to the boy's parents.⁸⁰ The true character of adoption in Ancient Babylonia is vividly described in a document dated in the reign of Kurigalzu in the Cassite period.

Ina-Uruk-rīshat... had no daughter, she therefore adopted Ētirtum, daughter of Ninurta-mushallim. She has paid seven shekels of gold. Be it that she give her to a man, be it that she make her a prostitute, her slave she shall not make her. If she make her a slave, to the house of her father she shall return. As long as Ina-Uruk-rīshat lives, Ētirtum shall serve her. When Ina-Uruk-rīshat dies, Ētirtum, as her daughter, shall pour water on her grave. If Ina-Uruk-rīshat should say 'you are not my daughter,' she shall forfeit the silver she possesses. Should Ētirtum say 'you are not my mother' she shall make her her slave.⁸¹

This is the first time that a religious motive is given as one of the causes for adoption in Babylonia.⁸² Even so, the economic advantages of this adoption transaction outweigh the religious concern for the care of the dead.⁸³

From the few adoption contracts that have come down to us from the Middle Assyrian period (1500-1200 B.C.), it seems quite clear that the same economic motives (cheap labor and old-age security), so dominant a factor in the Old Babylonian period, were also at the base of the Assyrian adoption cases. In one document the adopted son takes upon himself the obligation to 'serve and provide for his parents as long as they live.'⁸⁴ In another document the adoptive is threatened in case of disobedience with having his (front) hair cut and with being sold into slavery.⁸⁵ Very few adoption contracts are

known from the Neo-Babylonian⁹⁸ and the Late Assyrian periods.⁹⁷ The reason for the scarcity of adoption transactions in these periods probably lies in the fact that, with the exception of real adoptions because of childlessness, adoption as a means of securing cheap labor had ceased to be a profitable investment. The increase in the number of slaves provided the market with a large supply of labor; adoption had outlived its economic usefulness and hence its practice was discontinued.⁹⁹

7. INSOLVENCY

Although slaves were recruited from various indigenous and foreign sources, the basic supply source for the ever-mounting number of slaves in the Ancient Near East was the native debtor, for insolvency inevitably led to the debtor's enslavement.¹⁰⁰ Insolvency could be the result of many causes, such as draught, pestilence, war, etcetera, against which the individual was powerless to act; but one of the chief factors leading to the foreclosure of man and property was unquestionably the exorbitant interest rate charged on loans. In a society in which small-scale farming, house industry, and internal trade were the chief occupations of the population, credit facilities were of paramount importance. The farmer, the craftsman, and the merchant needed credit. This credit was supplied through loans in the form of silver or goods by the temples, priests, landlords, and capitalists. The average rate of interest charged in Ancient Babylonia was 20-25 per cent on silver and 33 $\frac{1}{3}$ per cent on grain. The Hammurabi Code maintained this rate and threatened those who charged a higher interest with the forfeiture of the loan.¹⁰⁰ The Sumerian term for interest is *máš*, the Accadian, *šibtum*. The usual formula of interest on money reads: *šibtam 1 mana 12 šiqil kaspam uššab*¹⁰¹ 'interest on one mina, twelve shekels of silver he shall pay.' In a number of documents the interest charged is referred to as *šibtam kittam uššab*¹⁰² 'the normal interest he shall pay,' or *šibat ašamaš uššab*, 'the interest of Shamash [i.e. according to the fixed rate of the Shamash

temple] he shall pay.' These two formulas, though they do not mention the interest rate, refer to the normal interest of 20-25 per cent on money.¹⁰³ The following are two examples of loan documents: one was granted by the Shamash temple and is dated in the reign of Naram-Sin, of the dynasty of Eshnunna, and the other was secured from a private money lender and is dated in the fourteenth year of Hammurabi.

BIN VII 79 (tablet)

- | | |
|--|--|
| 1. 17 šiqil kaspam | 1. Seventeen shekels of silver, |
| 2. šibat ^a šamaš ú-ša-ab | 2. the interest rate of the Shamash [temple] he will pay, |
| 3. ki ^a šamaš ù gi-da-nu-um | 3. from [the temple of] Shamash and Gidnum [a temple official] |
| 4. 'ap-pa-an-ili | 4. Appan-ili, |
| 5. mār be-lí-a-šà-a-gàr | 5. son of Bēli-ashagar, |
| 6. šu-ba-an-ti | 6. has received. |
| 7. a-na maš-kán-nim | 7. At the threshing floor ¹⁰⁴ |
| 8. kù-babbar ù maš-bi | 8. the silver and its interest |
| 9. ì-lal-e | 9. he will pay. |

Columbia 298 (text unpublished)

Obv.

- | | |
|--|--|
| 1. 1/3 šiqil kaspam | 1. One-third shekel of silver, |
| 2. šibat ^a šamaš ú-ša-ab | 2. the interest rate [of the temple] of Shamash he will pay, |
| 3. itti ^a šamaš-mu-ba-lí-iṭ | 3. from Shamash-muballit |
| 4. 'ka-lu-mu-um | 4. Kalūmum, |
| 5. mār be-el-šu-nu | 5. son of Bēlshunu, |
| 6. šu-ba-an-ti | 6. has received. |
| 7. ūm ebūrim waraḥ ša-du-tim | 7. At harvest time, in the month of accounts, |
| 8. kù ì-lal-e | 8. the silver he will pay. |

Rev.

- | | |
|-----------------------|-----------------------|
| 1. maḥar lu-uš-ta-mar | 1. Before Lushtammar, |
|-----------------------|-----------------------|

- | | |
|---|--|
| 2. mār a-ḥu-la-ap- ^a šamaš | 2. son of Ahulap-Shamash. |
| 3. maḥar a-ḥu-ni ṭupšarrim | 3. Before Ahūni, the scribe. |
| 4. waraḥ i-si-in- ^a adad | 4. Month of Shabātu. |
| 5. mu gu-za ^a innina
ká-dingir-ra ^{k1}
Seals. | 5. The year in which the
throne for Innina in
Babylon [was completed]. |

The loan documents of the Hammurabi period do not state whether the interest rate was reckoned on a monthly or yearly basis. Judging from the documents of the Third Dynasty of Ur,¹⁰⁶ of the Neo-Babylonian and of the Assyrian periods, in which interest was charged by the month, we may assume that either this was the case also in the Hammurabi period, or that the interest covered the period from spring to harvest time. The basic rate of 20-25 per cent and 33⅓ per cent remained practically unchanged in Babylonia down to the Persian period.¹⁰⁸

Assyria had no fixed or average rate of interest. In Late Assyria the usurer had a free hand in determining the rate of interest he wished the borrower to pay. Interest on money varied from 20 per cent to as high as 80 per cent per annum.¹⁰⁷ The 80 per cent formula reads: '2 minas of silver . . . 4 shekels of silver for 1 mina monthly it shall increase.'¹⁰⁸ There were two other kinds of loans current in Babylonia and Assyria;¹⁰⁹ loans granted without interest (by the temple and the landlords to their tenants), and loans on which interest was charged only after the date of maturity. In the latter case the interest was enormous. In Ancient Babylonia 100 per cent was charged;¹¹⁰ in Neo-Babylonian times we find 40 per cent¹¹¹ and also 100 per cent;¹¹² in Assyria it reached 100 per cent,¹¹³ and 141 per cent.¹¹⁴

In Nuzi the average interest rate seems to have been 50 per cent 'till after the harvest,' as is shown by the following document:

HSS IX 95

- | | |
|------------------------|-------------------------|
| 1. 12 ma-na a-na-ku ša | 1. Twelve minas of lead |
|------------------------|-------------------------|

- | | |
|---|--|
| 2. ^m bēl-iddina ^{na} mār ēkalli | 2. belonging to Bēl-iddina,
'son' of the palace, |
| 3. [ilka] ^{nu} na-šu-ú ša
^m ḫi-iš-mi-te-šup mār
šarri | 3. a feudal servant of Hish-
mi-Teshup, son of the
king, |
| 4. ^m am-ma-a-ku mār
ú-li-ši-ia | 4. Ammaku, son of
Ulishiya |
| 5. i-na arḫi ^{hi} ku-ri-il-li ša
^a nu-zi a-na šibtit ^{ti} | 5. in the month of Kurilli of
the city of Nuzi, took |
| 6. il-qì ina arki ebūri ^{ri} | 6. at interest. After the
harvest, |
| 7. ina arḫi ^{hi} ku-ri-il-li-ma | 7. in the month of Kurilli |
| 8. ša ^a nu-zi 18 ma-na a-na-
ka | 8. of the city of Nuzi,
eighteen minas of lead |
| 9. ^m am-ma-ku a-na
^m bēl-iddina ^{na} | 9. Ammaku to Bēl-iddina |
| 10. ú-ta-ar | 10. will return |

In most cases the rate is not specified; the formula simply reads *itti šibtīšu utār*,¹¹⁶ 'with its interest he shall return,' or 'after the harvest together with the interest' it shall be returned.¹¹⁷ There is no information in the Old Testament in regard to the interest charged in Palestine. From the injunctions against the taking of interest from a fellow-Hebrew,¹¹⁸ we may infer that interest was charged on loans, and that Palestine was no exception to the rule.¹¹⁹ In the case of a foreigner, however, the charging of interest was permissible.¹²⁰

The fate of the defaulting debtor was slavery. The creditor had the right to seize him or his pledge and force him to perform compulsory service. This right of the creditor was recognized by the Sumerian law,¹²¹ by the Hammurabi Code,¹²² and by the Assyrian law.¹²³ The creditor assumed full power over the defaulting debtor and could dispose of him in whatever manner he pleased. In a document dated in the reign of Sin-muballit (predecessor of Hammurabi), a creditor seized a woman who, jointly with her husband, had incurred

a debt, and carried her off to the city of Malgu.¹²⁴ The creditor could subject the seized debtor to maltreatment and by so doing exercise pressure on his kinsfolk to redeem him. Cases of defaulting debtors being put in irons and imprisoned by their creditors were common in the Cassite and in the Neo-Babylonian periods.¹²⁵ Loans were usually granted on security. Where the security was a person, whether a slave, a wife, a child, or the debtor himself, the pledge remained in the house of the creditor until the debt was paid. In a document dated in the reign of Rim-Sin, a man borrowed two shekels of silver and gave his son as a pledge, and the document goes on to say, 'as soon as he pays the money, his son he shall redeem.'¹²⁶ In another document, also dated in the reign of Rim-Sin, a man borrowed five shekels of silver and handed himself over as a pledge, and 'as soon as he pays the silver, he shall redeem himself.'¹²⁷ It was at these arbitrary and unlimited powers of the creditor, which tended to reduce large numbers of freeborn Babylonians to slavery, that the laws of paragraphs 117-19 of the Hammurabi Code were aimed. The law decrees that, in case the hostage was a slave, the creditor could dispose of him in whatever manner he pleased, the debtor having no right to interfere. If the pledge was the debtor's slave-concubine who had borne him children, the Code tried to exercise a moral pressure on both creditor and debtor: upon the former not to dispose of her as he would legally be justified to do if she were a mere slave, and upon the latter to redeem his concubine when possible. In case the hostage was the wife or the child of the creditor, the Code limited their term of servitude, irrespective of the amount of the loan, to three years.¹²⁸ The right of the creditor or guarantor to seize and enslave the defaulting debtor or members of his family was also exercised in the Cassite¹²⁹ and in the Neo-Babylonian periods. In a Neo-Babylonian document we read of one Nabu-etir who had guaranteed a loan for one Bel-lumur. The latter did not pay his loan and Nabu-etir then sent a letter to his brother asking him to pay the loan to the creditor and to

seize the defaulting debtor with his son. The guarantor's brother did what he was asked to do: 'five and one-half minas of silver of my own to N [the creditor] I have given; Bel-lum-mur, his son and his wife . . . I have seized.'¹³⁰ In a document dated in the reign of Neriglissar, a man gave his son as a surety for ten years for a loan of forty-two shekels of silver.¹³¹ In a document dated in the reign of Nabonidus, a wife was given as a pledge for a loan and in case of non-payment was to remain in the possession of the creditor.¹³² In a document dated in the reign of Artaxerxes I, a man and his son jointly incurred a debt and the man's daughter was given as a pledge. The stipulation was that in case the debt was not paid on the specified date, the girl would become the slave of the creditor.¹³³

Loans on security were common in Assyria, both in early and in later times. Houses, fields, slaves, and free persons were given as pledges.¹³⁴ As a setoff against the interest of the loan, the creditor would occupy the house of the debtor without paying rent, or enjoy the usufruct of the pledged field, or the labor of the pledged person. The pledged property or persons remained in the possession of the creditor until the loan was returned: 'on the day when the lead, the grain, and the interest he gives, his wife he shall redeem';¹³⁵ or, 'on the day when he returns the lead, his son he shall redeem.'¹³⁶ In case the debt was not paid at the stipulated time, the pledge, slave or freeman, was foreclosed: 'is the time elapsed, then the pledges [consisting of the children of the debtor] will be taken; return and claim there shall be none.'¹³⁷ The Middle Assyrian code, like the earlier Hammurabi Code, recognized the right of the creditor to seize the defaulting debtor or his family and regulated the status of such pledges in paragraphs 39, 44, and 48.¹³⁸ The law concerning the pledged and foreclosed 'Assyrian man' and 'Assyrian woman' (paragraph 44) reads as follows: 'If an Assyrian man, or if an Assyrian woman, who is dwelling in a man's house as a pledge for his value has been taken, [in discharge of the debt] up to the full value, he may flog [him], he may pluck out [his hair], he may

bruise [and] bore his ears.'¹³⁹ The meaning of the law is clear: after foreclosure, the freeborn Assyrian man or woman is regarded as the creditor's property and may be treated like any other slave.¹⁴⁰ The same procedure was followed in the late Assyrian period. In one case, a man paid his debt and redeemed his wife and daughter.¹⁴¹ In another case, a debtor who could not return his loan surrendered his daughter to the creditor 'in place of his loan' (*kūm ḥubullīšu*), and she was considered as 'bought and taken' by the creditor.¹⁴²

The handing over of freeborn persons as pledges for loans was also practiced in Nuzi. Wives, children, and often the debtor himself entered into the house of the creditor as a 'security' (*ditenmūtu*)¹⁴³ and remained there, working off the interest, until the loan was paid. The following is a typical Nuzi 'security' contract:

Nuzi III 295

- | | |
|---|--|
| 1. ṭup-pí di-te-en-nu-ti | 1. Tablet of security |
| 2. ša ^m zi-ni-be-el-li-iṭ | 2. of Sin-uballit, |
| 3. mār ^a šamaš-um-ma-ni | 3. son of Shamash-ummānu. |
| 4. 1 bilat erā ^{meš} a-na di-te-en-nu-ti | 4. One talent of copper on security |
| 5. ^m zi-ni-be-el-li-iṭ il-qì | 5. Sin-uballit took, |
| 6. ù šu ki-ma ša erī ^{meš} | 6. and he, in place of the copper, |
| 7. i-na bītāti ^{meš} ša ^m te-ḥi-ip-til-la | 7. in the house[s] of Tēhip-tilla, |
| 8. mār pu-ḥi-še-en-ni aš-bu | 8. son of Puhi-shenni, shall stay. |
| 9. im-ma-ti-me-e 1 bilat erā ^{meš} | 9. When one talent of copper |
| 10. ^m zi-ni-be-el-li-iṭ | 10. Sin-uballit |
| 11. a-na ^m te-ḥi-ip-til-la | 11. to Tēhip-tilla |
| 12. ú-ta-ar ù ra-ma-aš-šu | 12. has returned, then himself |
| 13. ú-še-uš-ší ù šum-ma | 13. he shall have freed. ¹⁴⁴ If |
| 14. 1 ūmi ^{mi.ti} ^m zi-in-be-el-li-iṭ | 14. for a single day Sin-uballit |

- | | |
|--|---|
| 15. la aš-bu a-na l ūm ⁱ _{ti} | 15. does not stay [in the house of Tehip-tilla], for each day |
| 16. l ma-na erā ^{meš} ú-ma-al-la | 16. one mina of copper he shall pay. |
| 17. šum-ma ^m zi-in-be-el-li-iṭ | 17. If Sin-uballit |
| 18. mi-it ù erā ^{meš} mārē ^{meš} -šu | 18. dies, then the copper his children |
| 19. ú-ma-al-la | 19. shall return. |

In this document no maturity date for the return of the loan was set. Sin-uballit could free himself whenever he returned the loan. There was another type of *ditennūtu* contract in which a definite time limit was set for the return of the loan. We have cases in which loans were granted on personal security of freeborn people for five,¹⁴⁵ six,¹⁴⁶ eight,¹⁴⁷ ten,¹⁴⁸ twenty,¹⁴⁹ and even for fifty years. One security document, according to which the *ditennu* was to serve fifty years in order to pay off the interest on a loan consisting of ten *imēr* of barley, one ox, one sheep, and ten measures of sesame oil, was published in OHNT 25. The following is another such document involving the same number of years of service for the interest on a loan consisting of three minas of copper.

Nuzi III 299

- | | |
|---|--|
| 1. ^m ú-na-a-a mār a-kip-šarri | 1. Unaya, son of Akip-sharri, |
| 2. māra-šu ^m en-na-ma-di
išpara a-na | 2. his son Enna-mati, a weaver, to |
| 3. ^m te-ḫi-ip-til-la mār
pu-ḫi-še-en-ni | 3. Tehip-tilla, son of Puhi-shenni, |
| 4. a-na ti-te-nu-ú-ti ki-ma | 4. as a security for |
| 5. 3 bilāt erī a-na 50
šanāti ^{ti} _{meš} | 5. three talents of copper for fifty years |
| 6. i-di-in ù e-nu-ma | 6. gave. When |
| 7. 50 šanāti ^{meš} _{ti} ú-un-te-el-li-ma | 7. the fifty years will have expired, |
| 8. 3 bilāt erā ú-ta-ar-ma | 8. three talents of copper he shall return |

- | | |
|--|--|
| 9. ù úší šum-ma ú-na-a-a | 9. and go out. If Unaya |
| 10. it-ta-ba-al-qa-at erā | 10. breaks the agreement,
the copper |
| 11. ú-ta-ar ù māra-šu i-ri-iš | 11. he shall return and take
back his son. |
| 12. ù awēlu ^{lu} awēla ^{la} išpara | 12. and [as a penalty for the
breach of the agreement]
a man [that is, the cred-
itor Tehip-tilla] from the
man [that is from
Unaya] a weaver |
| 13. i-ša-dá-ad | 13. will requisition. ¹⁵⁸ |

The first type of the *ditennūtu* transaction in which the borrower could free his pledge whenever he returned the loan presents no difficulties. This was a common practice in the Ancient Near East. It is the second type, in which a definite time limit for the return of the loan and subsequent release of the pledged person was set, that presents difficulties and hence is of considerable interest. It seems that the best definition of the character of this type of 'loan' with personal security would be to describe it as indentured servitude. In the first type, the pledged person was held merely as a collateral security for the loan, while in the latter, the services to be rendered by the *ditennu* was the most essential feature of the transaction and not the loan itself, which was of secondary importance. The three talents of copper which Tehip-tilla loaned to Unaya represented in fact, though not in theory, the wages paid in advance for fifty years of service of a skilled weaver. This is abundantly clear from the document. It did not matter greatly to Tehip-tilla if Unaya should break the agreement by paying back the copper and withdrawing his son. Lines 9-13 state expressly that should Unaya break the contract he would still have to supply another weaver to serve out the fifty years. The substitution of another weaver in this case does not represent a penalty imposed on one party for breach of contract; it represents the demand for the ful-

filment of the contract which called for a fifty-year service term of a weaver. Whether this weaver be called Ennamati or X, Y, Z was immaterial to Tehip-tilla.

The round number 'fifty years' was, of course, a legal fiction, a disguise, for as far as the *ditennu* himself was concerned, service under contract for fifty years meant in fact sale into slavery for life. Supposing that Enna-mati was eighteen years of age when he entered the house of Tehip-tilla, he would be sixty-eight by the time his term would end, and even then he could free himself only when he returned the three talents of copper. It is safe to assume that very few of the *ditennu* persons who contracted themselves or were contracted by others to serve from ten to fifty years were actually ever freed. This is the opinion of Koschaker¹⁵¹ and of Speiser.¹⁵² That this was so is shown by OHNT 29, transliterated by Pfeiffer and translated by Speiser. The document reads as follows:

The tongue of Shukteshup the weaver spoke in the presence of witnesses: 'I am a *ditennu* of Tulpunnaya, and there is no one to go bail for me. So of my free will I have cast myself in bondage.'¹⁵³ And thus [further] Shukteshup: 'If on account of the bondage I should complain [against] Tulpunnaya [. . .] one mina of silver to Tulpunnaya I shall pay as fine.'

Shuk-Teshup was not an exception. The same fate must have befallen many a Nuzian pledge. Defaulting debtors were always subject to seizure by the creditor;¹⁵⁴ even children could be enslaved for the debts of their grandfathers.¹⁵⁵

The right of seizure of the defaulting debtor by his creditor was in like manner exercised in Palestine. In II Kings 4:1-2 the creditor seized the two children of his deceased debtor and the widow appealed to the prophet Elisha for help: 'The creditor has come to take unto him my two children to be his slaves.' The practice of seizure and the subsequent sale of insolvent debtors are reflected in the prophetic literature: 'Be-

cause they have sold the righteous for silver and the needy for a pair of sandals.'¹⁸⁶ and 'which of my creditors is it to whom I have sold you?'¹⁸⁷ Nehemiah 5:1-5 shows that in Palestine loans were granted on security. Houses, vineyards, olive groves, and children were pledged, and if the debts were not paid, the creditors foreclosed the land and reduced the pledged children to slavery.¹⁸⁸ Like the Hammurabi Code in Babylonia, the Old Testament codes sought to arrest the unlimited power of the creditor by demanding that the Hebrew defaulting debtor should not be enslaved forever. But while the Hammurabi Code limited the period of enforced service to three years, the Biblical laws limited it to six years.¹⁸⁹ The Deuteronomic law upheld the six-year term of service, but considered it necessary to give an added reason why the debtor should be released after the six-year term. It impressed upon the mind of the reluctant creditor that he had been actually served double the term of what was lawfully considered (by the Hammurabi Code) to be sufficient to work off one's debts: 'It shall not seem hard to you when you let him go free from you, for the double of the hire of a hired laborer has he served you, six years.'¹⁹⁰

II.

Legal Status

1. THE NATURE OF THE SALE CONTRACT

LEGALLY THE SLAVE was considered a chattel. He was a commodity that could be sold, bought, leased, exchanged, or inherited. In sharp contrast to the free man, his father's name was almost never mentioned; he had no genealogy, being a man without a name. In the Sumerian period the slave is simply referred to as *sag* 'head,' *sag nitá* or *eri(d)*, 'male slave,' and *sag geme* or *sag munus* 'female slave.' In conformity with this view, the early Sumerian slave-sale deed differed neither in form nor in wording from any other deed of sale. The slave-sale contract consisted of four, five, or six clauses: (1) the name of the slave sold, (2) the names of the seller and buyer; (3) price; (4) clause concerning the revocation of the transaction; (5) oath of the parties; and (6) the names of the witnesses and the date. The text of one of the earliest slave-sale documents, dated in the reign of Entemena, *ensi* of Lagash, reads as follows: 'One female slave G, from Z, X has bought. Ten shekels of silver and one hundred and twenty *sila* of barley, the price for her, Z has received, and three *sila* of mixed wine and two *sila* of bread, Z's daughter has received.' This is followed by a long list of the names of the witnesses, by a clause concerning the revocation of the sale, and by the date.⁵ Following are a few examples of slave-sale documents from the Third Dynasty of Ur:

BE III¹ 15

- | | |
|---|---|
| 1. 1 <i>sag nita</i> [x-x-] <i>lum mu-ni-im</i> | 1. One male slave . . . <i>lum</i> by name, |
| 2. 11 <i>gin kù-babbar-šè</i> | 2. for eleven shekels of silver, |
| 3. <i>ur-é lugal-a-ni-šù</i> | 3. from Ur-e, his owner, |
| 4. <i>ur-^dnusku tám-kàr</i> | 4. Ur-Nusku, the merchant, |

5. in-ši-šám*

5. has bought.

BJ 71'

1. 1 sag geme an-um-im-di[?] mu-ni-im

1. One female slave Anum-imdi[?] by name,

2. níg-šam₄-ni

2. her price

3. 5 še kùr

3. five *kur* of grain,4. ur-^aen-líl-lá-šè

4. Ur-Enlil from

5. ur-^adumu-zi-da-ra

5. Ur-Dumuzida

6. in-ši-šam₄

6. has bought.

7. nu-gi₁-gi₄-da

7. That he [i.e. the seller] will not turn [i.e. contest the sale],

8. mu lugal-al-bi ì-pà*

8. by the king he has sworn.

UMBS viii^a 157

1. 1 sag [munus]

1. One [female] slave

2. a-a-zi-mu mu-ni-im

2. A-a-zimu by name,

3. níg-šam₄-ma-ni 10 gín kù-babbar

3. her price ten shekels of silver,

4. ur-nigìn-gar dumu ur-^ababbar-ra

4. from Ur-nigingar, son of Ur-Babbar,

5. ur-^aKAL-KAL dumu ur-^aen-líl

5. Ur-Kalkal, son of Ur-Enlil

6. in-ši-šam₄

6. has bought.

7. lú-lú-nu-gi₁-gi₄-dè

7. That one shall not turn against the other,

8. mu lugal-bi ì-pà-eš.*

8. by the king they have sworn.

RV 50

1. 1 sag nitá-a₄

1. One male slave

2. šeš-dingir-mu

2. Shesh-dingirmu

3. mu-ni

3. by name,

4. níg-šam-ni-šè

4. for his price

5. 5½ gín kù-babbar

5. five and one-half shekels of silver

6. ba-ši-lá

6. was paid.

7. a-bu ...

7. Abu ...

Break.

Date.

RV 51

Obv.

- | | |
|-------------------------|------------------------------|
| 1. 1 sag nita | 1. One male slave |
| 2. lú- ^a sin | 2. Lu-Sin |
| 3. mu-ni-im | 3. by name, |
| 4. níg-šám-ma-ni | 4. his price |
| 5. 4(?) gín kù-babbar | 5. four[?] shekels of silver |
| Break. | [X] |

Rev.

- | | |
|---------------------------------------|-----------------------------|
| 1. ì-[ši]-lá | 1. has paid. |
| 2. ^a en . . . ma(?) -ka-šè | 2. . . |
| 3. mu lugal in-pà ¹⁰ | 3. By the king he has sworn |

Beginning with the Sargonid period, slave-sale documents often contain the *bukkannu* (Sumerian: *giš-gan-na*) clause. The exact meaning of this term is as yet not clear. It was undoubtedly a symbolical act consisting of the seller's handing over some kind of object to the buyer and thus legalizing the act of transfer of the sold commodity. Following are a few examples of slave-sale documents containing the *bukkannu* clause from the Sargonid period, from the Third Dynasty of Ur, and from Larsa:

ITT I 1040

- | | |
|--|---|
| 1. . . . | 1. [X] |
| 2. dumu na . . . | 2. son of Na . . . |
| 3. lugal-ušumgal | 3. Lugal-ushumgal, |
| 4. ensi ₂ -gé | 4. the <i>ensi</i> , |
| 5. ì-ne-ši—[šám] | 5. has bought. |
| 6. lugal-šuš šu-ku ₆ -lugal | 6. Lugal-shush, the king's fisherman, |
| 7. šu-ba-ti | 7. has received [it] [the silver(?)] |
| 8. giš-a íb-ta-b[al] ¹¹ | 8. The <i>bukkannu</i> he [the purchaser] brought over [to himself] ¹² |

ITT II 4588

- | | |
|--|--|
| 1. 6 gín igi [...] kù [...] | 1. Six shekels and [one-third?] of silver, |
| 2. níg-šam ₄ [...] | 2. the price |
| 3. 1 ur-li | 3. of Ur-li, |
| 4. bar-ra-[an] | 4. Barran, |
| 5. dumu lugal- ^a nin- [...] | 5. son of Lugal-Nin ..., |
| 6. ì-ši-lá | 6. has paid. |
| 7. lugal-an-ni [...] | 7. Lugal-anni ... |
| 8. giš-a íb-[ta-bal] | 8. the <i>bukannu</i> brought over [to himself]. |
| 9. ur-nigìn-[gar?] | 9. Ur-nigin[gar?] |
| 10. kù-bi- ... ³ | 10. the silver [has received]. |

YBT v 132

- | | |
|--|---|
| 1. Ištar-ellati ^{ti} mu-ni-im | 1. Ishtar-ellati by name, |
| 2. a-na ħu-bu-ul-li-šu | 2. for his [her owner's?] debt, |
| 3. 1/3 ma-na kù-babbar | 3. one-third mina of silver, |
| 4. ¹ bal-mu-nam-ḫé | 4. Balmunamhe, |
| 5. šám-til-la-ni-šè | 5. as her full price, |
| 6. in-na-an-lá | 6. has paid. |
| 7. giš-gan-na íb-ta-bal ⁴ | 7. The <i>bukannu</i> he [the purchaser] brought over [to himself]. |

YBT v 141

- | | |
|--|--|
| 1. ¹ d ₃ sin-ma-gir mu-ni-im | 1. Sin-māgir by name, |
| 2. dumu púzur- ^a nu-muš-da | 2. son of Puzur-Numushda |
| 3. ù ta-ri-ba-tum | 3. and Taribatū, |
| 4. ki púzur- ^a nu-muš-da
ad-da-ni | 4. from Puzur-Numushda,
his father, |
| 5. ù ta-ri-ba-tum ama-a-ni | 5. and Taribatū, his
mother, |
| 6. ¹ bal-mu-nam-ḫé | 6. Balmunamhe |
| 7. in-ši-in-šám | 7. has bought. |
| 8. 1/3 ma-na kù-babbar | 8. One-third mina of silver, |
| 9. šám-til-la-ni-šè | 9. as his full price, |
| 10. in-na-an-lá | 10. he has paid. |

11. giš-gan-na ib-ta-bal

11. The *bukkannu* he [the purchaser] brought over [to himself].

Beginning with the Hammurabi period, we find in the sale documents a special clause pertaining to the transfer of slaves only. This clause is a guaranty given by the seller to the purchaser that safeguards the latter against three eventualities, namely, those of *teb'itum* 'inquiry,' *bennum* 'epilepsy,' and *paqārum* 'claim.' The first allows the purchaser a period of grace, from one to three days, for inquiry after the antecedents of the slave in case he should turn out to be a fugitive. The second, lasting for a month, insures the buyer against the possibility that the slave might suffer from an incurable disease, undetectable at the time of the sale. The third, characteristic not only of slave-sales but also of sales of other commodities, is unlimited in time, and guarantees the purchaser against a claimant who might in future days contest the legality of the sale. The guaranty formula, included in most of the slave sale documents of the Hammurabi period, reads as follows: *ūm 3-kām te-ib-i-tum warḥum 1-kām bi-en-nu-um a-na ba-aq-ri-ša ki-ma ši-im-da-at šarrim iz-za-a-az* 'three days for inquiry, one month for epilepsy, for her [i.e. the female slave] vindication [on the part of a third party] according to the laws of the king he [the seller] stands surety.'¹⁸ The Hammurabi Code does not mention the *teb'itum* clause. It recognizes the invalidity of a slave-sale transaction only in cases of *bennum* and *paqārum*.¹⁹

We have no evidence, with the exception perhaps of the *corvée*, that the state and the church in early Babylonia had any claim on the labor of the slave. In the Neo-Babylonian period, however, the slave was subject to a number of state and church duties, and hence the seller had to guarantee to the purchaser that the sold slave had already fulfilled his obligations and that he was free of any claim upon him by the government and temple. These claims appear in the docu-

ments in the form of guaranties and consist of: (1) *arad šar-rūtu*, resp. *amat šarrūtu* 'kings service'; (2) *bīt sīsī* 'stable service'; (3) *bīt narkabti* 'chariot-house service'; (4) *bīt kussī* 'throne service'; and (5-7) *šušanūtu*, *bīt paššūri*, and *kizazūtu* services.¹⁷ The other guaranties, not connected with state and church obligations, are the following: (1) *pāqirānu* 'claimant'; (2) *sīḫū* 'rebellion';¹⁸ (3) *mār banūtu* 'personal freedom'; (4) *širqūtu* 'consecrated slavery' (i.e. a guaranty that the slave had not previously been dedicated by his master to a temple); (5) *ḫiliqqu* 'escape'; (6) *mītūtu* 'death'; and (7-8) *uškūtu*¹⁹ and *muruqqū*.²⁰ These fifteen guaranties are found in various combinations, from one to nine, in one document. The most common formula in the Neo-Babylonian period contains guaranties against rebellion, claim, king's service, and personal freedom.²¹ The sixfold formula of this period adds to the above-mentioned four *ḫiliqqu* and *mītūtu*, i.e. a guaranty also against the escape and the sudden death of the slave.²² In the Persian and Greek periods the guaranties of the security clause vary widely and range in number from five to eight. One document, dated in the reign of Darius, contains as many as nine guaranties: 'responsibility against rebellion, claim, king's service, personal freedom, consecrated slavery, *šušanūtu* service, stall service, throne service, and chariot service B bears.'²³ The guaranties against consecrated slavery, *šušanūtu*, personal freedom, king's service, stall service, throne service, and chariot service are in some documents given *ana ūmi šāti* 'for ever,' and the guaranty against escape *adi 1-mē ūmu* 'for one hundred days.'²⁴ In other documents a time limit of one hundred days is given against escape,²⁵ while no limit is set for the other guaranties.

The guaranty clause is also found in Assyrian slave-sale documents. In three Middle Assyrian deeds of sale, the formula reads: 'Against a claim [on the part of a third party], he [the seller] stands surety.'²⁶ In the Late Assyrian period guaranties are given against *šibtu* 'leprosy', *bennu* 'epilepsy,' and *sartu* 'claim[?].' The formula reads: 'Against leprosy

[and] epilepsy one hundred days, against a claim[?] all years.'"⁷ It is significant that this threefold guaranty formula, found in many²⁸ though not in all²⁹ documents, is very seldom mentioned in sale documents of agricultural slaves, who were sold together with the land on which they were settled.³⁰ The same formula is also found in a slave-sale document from Tell Halaf.³¹ In the Nuzi documents the guaranty clause contains only *pīrqu*, 'claim.' In case a claim is raised against the slave by a third party, the seller must 'clear' (*uzakkū*) him and hand him over to the purchaser.³²

Family ties were disregarded in the disposal of slaves. Husbands were separated from their wives, wives were sold without their husbands, and even young children were not spared. The only exception made was in the case of infants 'at the breast,' who were sold with their mothers. The largest number of slave-sale documents from Babylonia concern single men and women. Whether these individuals at the time of sale were married or had children whom they were forced to leave behind is, of course, not stated. Occasionally we hear of the sale of husband and wife together.³³ This fact, however, in no way proves that family relations were respected. Economic necessity may have forced the owner to sell his two slaves who happened to be man and wife; the sale of whole families together, however, was not uncommon.³⁴ That family ties were not respected is amply attested by the large number of documents in which the subjects of the sale were women with their young children.³⁵ The value of the infant still 'at the breast' of its mother was added to the price of the slave woman. Thus, one woman sold with her baby scored the high price of eighty shekels of silver.³⁶ A document from the Cassite period records the sale of two men, four women, and one baby girl; the latter was priced as worth three shekels while the price of an adult male was set at ten shekels and that of a woman at seven shekels.³⁷

In the Neo-Babylonian period the ages of the infants, for reasons of price, were often stated.³⁸ In one case a pregnant

woman was given as a security by her master to his creditor. The owner was careful to note that the pledge consisted of a pregnant slave woman and her unborn child 'to whom . . . she will give birth.'⁸³ The creditor kept the female slave for a while and then sold her with her baby to another person. Documents from Neo-Babylonia attest to the sale of young children without their parents. In one document, dated in the reign of Nabonidus, a four-year old girl was sold;⁸⁴ according to another document, dated in the reign of Cambyses, two boys, one five and the other four years old, were sold.⁸⁵ In the Late Assyrian period slaves attached to the soil, the so-called *glebae adscripti*, were usually sold with the land on which they were settled. Those not attached to the soil were sold either with their families or individually, as best fitted the interest of the owners.⁸⁶ Cases of women sold with their infants, were also not uncommon.⁸⁷

Although metal was widely used in business transactions, barter in commodities never ceased to play an important role in the economic life of the Euphrates Valley. Like any other commodity, slaves were also bartered for other goods in the open market. Thus, a Marduk priestess exchanged her female slave for another one,⁸⁸ and a bridegroom paid the purchase price for his bride in forty shekels of silver and one male slave.⁸⁹ In Neo-Babylonia, a female slave with her two daughters (one of them an infant) was exchanged for a house;⁹⁰ in another case a man gave in payment for his bride one and a half shekels of silver and one male slave for whom he had paid thirty shekels of silver.⁹¹ In Assyria, a mother handed over a female slave in expiation for a crime committed by her son;⁹² an officer of the king exchanged three male slaves for a horse in good condition;⁹³ while in another case one male slave was exchanged for a female slave.⁹⁴ In Nuzi, Shilwa-Teshup, son of the king, received from a citizen of Hanigalbat two women, one ox, and one ass in exchange for three female slaves.⁹⁵

Sales in the ancient Orient were usually conducted 'in the

gate' of the city, that is, in open markets or bazaars. It is therefore very likely that slaves for sale were brought by their masters to the market and sold in public. In an old Assyrian slave-sale document from Kanish, it is mentioned that the contract of the sale was written before 'the chief of the market,' from which Lewy infers 'that the sale took place in the open market.'³³ This seems to have been the custom also in Nuzi. The phrase *tuppu ina arki šūdūti šatir* 'the tablet was written after the proclamation,' often found in Nuzi contracts, is interpreted by Koschaker to mean that transfer of property, particularly real estate and slaves, was accompanied by a public proclamation in the gate of the city. The purpose of the proclamation was to serve notice to all that a given property was changing hands and that those who may have a claim upon it should come and present their case.³⁴ Real estate could not, of course, be exhibited 'in the gate,' but slaves may have been brought there by their masters so that possible claimants might recognize them before the sale was concluded.³⁵

2. BRANDING

Babylonia had a class legislation, but it was not a caste state. The inequality and discrimination before the law, displayed in the Hammurabi Code in regard to the three main classes that constituted Babylonian society, were based not on race or birth, but primarily on wealth. To be sold, or to sell oneself into slavery because of poverty or indebtedness was a misfortune that could befall any man. This new status, however, was not irrevocable. The slave could be adopted, manumitted, or could buy his freedom with his peculium. The fact that the slave could, theoretically at least, always be freed made him a member of a low, dependent class but not a member of a caste. However, as long as he remained a slave he was legally regarded as a chattel, and as such he was marked with a visible property mark just as an animal was by a tag. The earliest laws that mention the slave mark are the so-called Sumerian Family Laws. Paragraph 1 of this cycle of laws

dealing with adoption reads: 'If an [adopted] son to his father, "not my father are you" say, he shall cut his [front] hair, put a slave mark upon him, and sell him for money' (*ab-bu-ut-tum i-ša-ak-kán-šú ù a-na kaspi i-nam-din-šú*).⁵⁵ In the Hammurabi Code the slave mark is mentioned in paragraphs 146, 226, and 227. The first law deals with the case of a female slave who had borne children to the husband of her childless mistress and as a result tried to take precedence over her. The law provides that such an arrogant female slave may not be sold for money but 'the mistress may put a slave mark upon her and count her among her slaves,' (*ab-bu-ut-tam i-ša-ak-ka-an-ši-ma it-ti amātim i-ma-an-nu-ši*). The last two laws deal with the case of a 'shearer' who unlawfully cut off the slave mark. The first law, that of the Sumerian Family Laws, appears in numerous adoption contracts of the Old Babylonian period. The rebellious adopted child is threatened in some cases with having his hair cut off and then sold for money,⁵⁶ or with having his hair cut off, a slave mark put on him, and then sold for money (*ú-ga-la-bu-šú ab-bu-tim i-ša-ka-nu-šú-ma a-na kaspim i-na-di-nu-šú*).⁵⁷ In a highly interesting document dated in the reign of Ammiditana of the First Babylonian Dynasty, the case is told of a certain Warad-Bunene who had been illegally sold into a foreign country. After having served there for five years, he fled and came back to his native city of Babylon. The authorities, in accordance with the law of paragraph 280 of the Hammurabi Code, set him free. They said to him: *el-li-ta ab-bu-ut-ta-ka gu-ul-lu-ba-at* "you are cleansed [i.e. free], your slave mark is herewith cut off."⁵⁸

What the character was of the Ancient Babylonian slave mark is as yet not clear. *Gullubu* means 'to cut, to shear, to shave,' which would suggest that the *abbuttum* was a mark incised with a hot iron and that its removal, as is evident from the laws of paragraphs 226-7 of the Hammurabi Code, required the skill of a surgeon. MSL I, Tf. 2, col. iv. 1-15 may be cited in support of the theory that the practice of incising

marks on slaves was known in Ancient Babylonia. This paragraph deals either with a fugitive slave or with a fugitive pledge. It states that, after the fugitive had been recaptured, his master shaved him, put the *abbuttum* on him, sold him for money, etcetera, and in addition *ḥa-laq ṣa-bat i-na pa-ni-šu iq-qur*, which Landsberger translates, "entlaufen, verhaften" in sein Gesicht hat er geschnitten[?]. We thus have clear evidence that fugitive slaves (or fugitive pledges) were branded. The *abbuttum* may have been a general mark, while in the case of the fugitive an added mark was incised upon his face, proclaiming his status for all to see. The practice of branding some temple slaves in the Neo-Babylonian period may also be cited as an added argument in favor of this theory.²⁰ A second possibility, judging from the numerous references to tattooing of the slave's wrists in the Neo-Babylonian period, is that the *abbuttum* was a mark tattooed on some visible part of the slave's body. In this, as in the former case, a professional 'shearer' would still be required to perform the operation of cutting off the mark.

A third, and by far the most plausible theory, is that the *abbuttum* was a small tablet of clay or metal hung on a chain around the neck, wrist, or ankle of the slave.²¹ This theory is supported by two manumission documents from the Hammurabi period (both from Nippur) in which it is stated that the 'mark' was broken after the slaves had been declared manumitted.

UMBS viii¹ 137 (dated in the reign of Samsu-iluna).

- | | |
|--|--|
| 1. kišib ₃ nam-[siki-lā-ni-šè] | 1. Manumission document. |
| 2. ¹ ištar-ú-ta-[a]r sag geme | 2. Ishtar-utār, a female slave, |
| 3. ¹ nu-du-ub-tum dumu-[SAL] ši-li ^d . . . | 3. Nuddubtum, daughter of Silli . . . , |
| 4. ama-ar-gi ₄ -ni in-gar | 4. her freedom has granted. |
| 5. sag-ki-ni in-láḫ-láḫ | 5. Her forehead she has cleansed |
| 6. BI nam-geme-ni-šu in-gaz | 6. [and] the BI of her slavery she has broken. |

- | | |
|--|---------------------------|
| 7. kišib ₃ nam-sikil-la-ni-šè | 7. A manumission document |
| 8. in-na-an-šub | 8. she has given her. |

Chiera, who gave a transliteration and translation of this document (ibid. p. 132), translated line 6: 'The mark [?] of her slavery she has destroyed.' The meaning of BI is as yet unknown but it is evident from the verb *gaz* 'to break' that the BI must have been a tag of clay or metal that was broken after Ishtarutār was manumitted. The phrase is found in another manumission document (BE vi* 8:7), dated in the reign of Rim-Sin. It reads: *BI nam-geme-ni in-kás*⁵¹ 'the BI of her slavery she has broken.'

Further evidence of the wearing of tags by slaves comes from Nuzi. In one document, a disobeying son is threatened with being put in the servants' quarters and *ab-bu-ta-šu-nu ú-maš-šar-šu ù i-na šēpi-šu-nu i-na-an-di-nu* 'the slave mark shall be affixed and placed upon his [their] foot.'⁵² The other case is that of a slave who had been stolen and sold into a foreign country. The official who prosecuted the case produced as evidence the stolen slave's *abbuttum*: 'his slave mark Mush-apu [the official] laid hold of' (*ab-bu-ta-šu mu-ša-pu il-ta-pa-at*).⁵³ Obviously, this can only mean that a chain to which a tag was fastened was put on the slave's ankle or wrist.⁵⁴ Olive-shaped tags of clay pressed on the knot or the edge of a cord and tied around the neck or horns of animals as identification marks were widely used in Ancient Babylonia. The tag contained a few short lines classifying the animal and giving the name of its owner or shepherd.⁵⁵ Exactly such were the clay tags worn as identification marks by some slaves in the pre-Išammurabi period.⁵⁶

The widespread practice of marking slaves in Ancient Babylonia is further emphasized in the act of 'the cleansing of the forehead.' Since enslavement was characterized by putting on the mark, manumission was signified by the removal of the mark. In the case of Warad-Bunene, cited above, the act of manumission consisted in the removal of the slave mark

and in the declaration by the city officials: 'You are cleansed.' In the numerous slave adoption documents, however, no mention of the slave mark is made. Instead, the formula of manumission reads: 'his. [or her] forehead was cleansed.'⁸⁷ This 'cleansing' has been explained to mean not an actual removal of the mark, since, indeed, no mark is mentioned, but as a symbolical act, a kind of 'consecration by water.'⁸⁸ This may have been so. But the very fact that the freed slave had to go through a ceremony of cleansing proves that it was the prevailing custom, though not consistently adhered to, to tattoo, brand, or fasten a mark upon the slave, the removal of which signified his release. This interpretation of the cleansing act does not imply that each and every slave was actually marked.⁸⁹ We must remember that slaves released by adoption, or by dedication to a temple, or by unconditional manumission, were mostly house slaves who stood in close contact with their masters and that many of them had either been purchased at a tender age or were born in the house. Such slaves were treated as members of the household and there was no need to mark them. However, when released, they had to go through the 'cleansing' act; for theoretically they were subject to the wearing of a slave mark.

In the Neo-Babylonian period the prevailing custom of marking was to tattoo the name of the owner on the hand or on the wrist of the slave. This is described in slave-sale documents as: 'A, whose left wrist is inscribed with the name of N;' or 'A, whose right wrist is inscribed with the name of N.'⁹⁰ When the slave changed masters, the new owner added his name to the slave's wrist. If the first owner had inscribed his name on the left hand, the second one wrote his name on the right hand,⁹¹ and the third master on either hand. Thus, when the female slave Itti-Nana-guzu was sold for a third time she already had her right and left wrists tattooed with the names of her former two masters.⁹² From a document dated in the reign of Darius I, we learn that in some cases slaves were marked with a symbol. The mark consisted of

an ax and stylus (*mar-ru ù qa-an tup-pi*) tattooed upon the wrist of the slave.⁷³ Animals were often marked with the same symbol.⁷⁴ The axe and stylus design was the emblem of Marduk and Nabu,⁷⁵ but it was also used by private persons as a trade mark or as a family emblem. Two documents from the Seleucid era show that the axe and the stylus were not the only symbols used. Two slaves who had already been marked by their former masters were marked again by their new masters. The second mark is described as *hu-tár-tum šá-ni-tum*.⁷⁶ Krückmann translates this phrase 'zweites Herrschaftszeichen,' and calls attention to Accadian *hatru* and Hebrew *hōter* 'staff, scepter.'⁷⁷ Since it does not appear that the two owners were either kings or high officials, it may be suggested that the 'staff' in these two documents was used as a private emblem. It seems that some slaves in this period wore tags. In a document dated in the reign of Nabonidus, a slave who claimed that he had been adopted and thus freed was forced to admit his perjury and confessed that his former mistress had 'sealed' him (*tak-nu-ka-an-ni-ma*).⁷⁸ It is quite possible that the seal with which this slave was impressed by his former owner was a clay tag, which the slave himself had broken off in order to remove the evidence of his servitude. Another technical term for a slave (and animal) mark was *šindu*.⁷⁹ Like the *abbuttum* of the Old Babylonian period, it is not quite clear what the *šindu* actually was. From the data at our disposal it may be argued that the *šindu* was a tag. On the other hand, the overwhelming majority of contracts in which this term is employed clearly demonstrates that it was a tattoo mark.⁸⁰ Temple slaves were often marked with a *kak-kab-ti še-en-di*.⁸¹ The *šindu* mark is mentioned also in connection with privately owned slaves, the '*šindu* of female slavery.'⁸² The term *šnitt* is employed in the Elphantine Papyrus K5 dated in the fifth century B.C. The *šnitt* was tattooed on the right hand of a slave, within which, or near which, was tattooed the letter *yod*.⁸³

The Neo-Babylonian temple slaves were as a rule, though

not exclusively, marked with a star, the symbol of the goddess Ishtar. The star (*kakkabu*) was often accompanied by an additional mark referred to as *arratu* 'branding': 'the star and branding upon her wrist.'⁸⁴ Similarly, animals belonging to the temple were also marked with a star.⁸⁵ Though the temple kept records of its slaves, it was the 'mark' that publicly proclaimed their status. The presentation to and acceptance by the temple of free and unfree persons as slaves were often accompanied by branding the said persons with a star. Thus, a certain lady whose husband 'had gone to his fate' and left her with two young sons dedicated them publicly, in the presence of high temple officials, to the goddess Ishtar. After reciting her bad luck and misfortunes she proclaimed: 'Shamash-erība and Shamash-leū [my] young sons, I have marked with a star and given them to the Belit of Erech. As long as they live, let them be members of the *shirqūtu* order of the Belit of Erech.'⁸⁶ In another case, a man marked his female slave with a star and then dedicated her to a temple. After his death his heir refused to hand her over to the proper authorities. But the female slave apparently preferred the temple to her newly acquired master. She went to the temple authorities and showed them her star mark. That proved the case. Her owner was allowed to keep her in his service until his death and afterwards she was to be handed over to the temple.⁸⁷ On the other hand, a certain Shamash-shum-iddin was claimed by a temple as its slave on the ground that his grandmother had been a branded slave. Fortunately for the man, he found a witness who testified in court: 'The star and branding upon the hand of H . . . , the grandmother of Sh . . . I did not see.'⁸⁸ This testimony, given under oath, freed the man from service in the temple.

The Middle and the Late Assyrian documents dealing with the adoption of unfree persons and the sale of slaves do not mention a slave mark.⁸⁹ In Nuzi some slaves appear to have been marked. The *abbuttum* is mentioned in two documents,⁹⁰ and it is quite clear that it was a tag attached to a

chain. The Biblical law prescribes that he who voluntarily submits to perpetual slavery shall have his ear pierced with an awl (Ex. 21:6, Dt. 15:17). It is difficult to see what the purpose of this piercing was. Surely, it was not a mark in the sense that the *abbuttum* and the *šindu* were, for the hole was necessarily small and invisible. It may therefore be suggested that the hole was made in order to push through it a ring, or cord, on which was fastened a tag made of clay or metal. This does not exclude the possibility of the existence also of a tattooing mark. Cain's mark (Gen. 4:15), the writing of Yahweh's name on the hand (Is. 44:5, 49:16), and the *tau* mark upon the forehead (Ez. 9:4) clearly show that tattoo marks were used to signify possession. We may therefore conclude that, as in Babylonia, Palestinian slaves were marked with property signs either in the form of a suspended tag attached to the ear, or with a tattoo mark bearing the owner's name on the wrist.

The evidence presented in this paragraph concerning the practice of marking slaves does not, however, warrant the conclusion that every slave was marked. To be sure, the Sumerian Family Laws, the Hammurabi Code, and the Biblical legislation all mention the slave mark, but on the other hand, the greater number of the documents relating to slaves both in Ancient and in Neo-Babylonia do not mention it. This forces upon us the conclusion that the slave mark, to which, according to the law, all slaves were subject, was primarily impressed upon those slaves who showed a tendency to run away. This point is clearly expressed in a private letter from the Neo-Babylonian period in which a man instructed his agent to summon a marker and have his runaway slaves marked. That is, only after the slaves had run away and were recaptured did the owner decide to mark them.²¹ This view is confirmed by the Babylonian rabbis, who held that marking of slaves as a precaution against escape is advisable: 'It is permissible to mark a slave in order that he should not run away.'²² If this conclusion be correct, then the Babylon-

ian slave mark is to be regarded not as a class mark, but as a precautionary device to safeguard precarious property.

3. THE FEMALE SLAVE

The female slave, like her brother, the male slave, was treated as a commodity. She was leased for work, given as a pledge, handed over as a part of a dowry, or presented as a gift to the temple. In addition to her routine duties as a maid servant, she was subject also to burdens peculiar to her sex. Ownership of a female slave meant not only the right to employ her physical strength, but also, and in many cases primarily, the exploitation of her charms by the male members of her master's household⁸⁸ and the utilization of her body for the breeding of slave children. The highest position a female slave could achieve was to become a child-bearing concubine to her master, and the lowest, to be used as a professional prostitute.

According to the Hammurabi Code a slave-concubine and her children were to be set free after the death of the owner.⁸⁹ Children born of a union between a female slave and her master, however, did not share in the inheritance of their father, unless they had been adopted by him during his lifetime.⁹⁰ The legal status of the slave-concubine remained essentially the same even when she happened to be the property not of the master of the house but of his wife. The Babylonian family was monogamous. A man could take a second wife only if his first one was childless, or stricken with disease.⁹¹ To safeguard for their daughters the status of a first wife, wealthy parents presented them with one or two maids as part of their dowry. In case of sterility or of incurable illness, such a maid was handed over to the husband to bear him children and thus prevent him from taking a second wife. The mistress's power over her female slave whom she brought with her as part of her dowry was absolute until the latter bore children to her master after which the Hammurabi Code restricted her authority over her. The most the jealous mis-

tress could do, should the slave-mother attempt to take rank with her, was to put a slave mark upon her and treat her like one of her maids.⁹⁷ But she could not sell her as she might have, had the slave not given birth to children.⁹⁸ This double function of some of the female slaves, as maids to their mistresses and as concubines to their masters, is illustrated in a document dated in the twelfth year of Hammurabi: 'Shamash-nūri, daughter of Ibbi-Sha'an, from Ibbi-Sha'an, Bunene-abi and Bēlisunu bought. To Bunene-abi she is a wife, to Bēlisunu she is a slave. On the day when Shamash-nūri to Bēlisunu her mistress "you are not my mistress" say, she shall cut her hair and sell her for money . . ."⁹⁹ Belisunu was apparently childless and to prevent her husband from taking another wife into the house, she bought a free-born girl to serve as a maid to herself and as a child-bearing concubine to her husband. Though the document states that both husband and wife jointly purchased the girl, the money was probably forwarded by Belisunu and not by Bunene-abi, for the disavowal clause mentions only the repudiation of Belisunu. Another illustration of this custom is the Biblical story of Hagar. Abraham, like Bunene-abi, accepted Sarah's maid as a 'wife' in order to provide himself with an heir. Hagar conceived and became haughty. Sarah demanded that she be punished, for according to the prevailing law, a slave-concubine who had given birth to children could not be sold.¹⁰⁰ Abraham refused and instead handed Hagar over to her legal mistress; and Sarah so embittered her life that Hagar fled into the desert.¹⁰¹ This ancient law seemed to have fallen in disregard in Neo-Babylonia. According to a document dated in the reign of Cyrus, a female slave who had been marked by her master with a star and dedicated to the Belit of Erech was not handed over to the temple after her owner's death. The master's brother, who inherited the property, took the female slave to his house instead, and while there she bore him three sons. The matter came to the attention of the temple authorities, and the judges ruled that the slave-concubine should remain in the house of her present

master until he died and then be handed over to the temple. During the interim, her master was forbidden either to give her in marriage to a slave or to sell her.¹⁰² The fact that the court forbade the master to give her in marriage or to sell her shows that, at least in Late Babylonia, a slave concubine who had borne children to her master could be legally sold. In this case the court forbade the master to do so, for the female slave in question had originally been dedicated to the temple and as such was its property.

Within the household the female slave, in addition to her regular duties as a maid, was also used as a means to increase the number of slaves, and was therefore promiscuously mated with the male slaves. In case the owner did not possess slaves of both sexes, he purchased those he needed. The purpose for such an acquisition is often stated in the documents: 'One female slave, T by name, for the houseborn [slave] of Dilbat, was purchased.'¹⁰³ An Assyrian slave owner bought three female slaves 'for wifedom' for his three male slaves.¹⁰⁴ Though the above-cited examples state specifically that the women were purchased as 'wives,' the master could disregard the matrimonial relation of his slaves by presenting the female slave to a successive number of his male slaves or sell her while still pregnant. A Neo-Babylonian document relates a characteristic and common occurrence. A man gave his pregnant slave as security for one-third of a shekel of silver. When he failed to redeem her, the creditor sold her with her baby for twenty shekels, making a profit of nineteen and two-thirds shekels of silver.¹⁰⁵ A Neo-Babylonian law prescribes that if a man sells a female slave and later receives a complaint from the buyer, the seller must take the slave and refund the money; and in case she gives birth to children while in the possession of the purchaser, the former owner must also purchase the children at one-half shekel of silver a head.¹⁰⁶

In Nuzi and in Palestine free-born and slave girls were bought as wives for slaves.¹⁰⁷ In case the slave to whom such a girl was given died, she would be handed over to another

one, and so *ad infinitum*, as long as she was able to bear children.¹⁰⁸ A remarkable parallel to the slave law of Exodus 21:4 is found in the Nuzi practice of providing wives for slaves. If the master buys the girl and presents her to his slave, the future children belong to him. On the other hand, if the slave's father provides a wife for his son, the children become the property of the grandfather. Thus, one Akip-tilla gave his daughter Wishelli into daughtership and brideship to Takku for the price of forty shekels of silver. The provisions of the sale-adoption provide that Takku may give the girl as wife to one of his slaves, and that 'all the offspring that come out of Wishelli become Takku's female and male slaves.'¹⁰⁹ In this case, it was the master who bought a wife for his slave, hence the children belonged to him. Conversely, if the father of the slave buys the woman for his son, the children would belong to the father and not to the son's master. This was the case in the following document:

Record of the [marriage] contract of Hanadu . . . He made an agreement concerning his sister Kulimmadu giving her as wife to Hanaya, the slave of Tehip-tilla. Forty shekels of . . . silver . . . Ithip-sharri [the father of the slave Hanaya] shall pay to Hanadu. In case Hanaya dies, Ithip-sharri shall give her to his other son. As long as Kulimmadu lives, she shall not leave the house of Ithip-sharri. As for the estate left by Kulimmadu, that shall belong to Ithip-sharri . . .¹¹⁰

The slave Hanaya was the son of Ithip-sharri. Since the latter was the one who paid for the girl, her estate (*warkatu*), including her children, belonged to Ithip-sharri and not to Tehip-tilla, the owner of Hanaya. This is exactly the case in the law of Exodus 21:4: 'If his master gives him [the slave] a wife, and she bears him sons or daughters, the wife with her children shall belong to her master, and he shall go out alone.' The slave here is a defaulting debtor, a person half-free and half-slave, and as such he could claim half the number of his children born while he was in temporary servitude. But it was

the master who supplied him with a wife, and hence the children remain the master's property.

The practice of using female slaves for the sexual satisfaction of their master and of the male members of his household led, in some cases, to the practice of employing them as professional prostitutes. Parents who were forced to sell their daughters therefore took great pains to prevent the owners from reducing them to harlots. This fear of the parents is reflected in the ingenious sale-adoption system as practiced in Nuzi and Palestine, whereby the masters were prevented from exploiting the girls as harlots by the insertion of a special clause in the contract forbidding them to do so. In some cases, however, the parents had no choice and a clause in the contract permitted the owner to make use of the girl as a professional prostitute. In one document, a girl entered into a 'daughtership' relation to a woman. The contract contains the provision that the girl may be made a prostitute (*ḥarimta lipušma*).¹¹¹

Whether female slaves were employed as professional prostitutes by their owners in Ancient Babylonia is not known. Since, however, female slaves were leased to perform various tasks, it is quite likely that they were also leased to public houses, which are known to have existed at that time.¹¹² The fact that the Middle Assyrian code treats the harlot on a par with the slave girl (both must appear unveiled in public places)¹¹³ shows that in later times, owing perhaps to the increase of the number of slaves, the free-born harlots decreased in number and their place was taken by female slaves. The exploitation of female slaves as prostitutes, leased to individuals and to brothels, is attested in the Neo-Babylonian period. In a document dated in the reign of Nebuchadnezzar, a certain Nabū-ahhē-iddin leased his female slave as a prostitute.¹¹⁴ From another document, dated in the reign of Nabonidus, we learn that some owners leased their female slaves to individuals who chanced to pass by.¹¹⁵

The same practice seems to have been in vogue in Pales-

tine. The Levitical law of the *šifhāh neherefet* (19:20-22) may serve as an illustration. The law reads:

If a man has sexual intercourse with a woman who is a *šifhāh neherefet*, betrothed to another man, who has never been redeemed, nor has freedom been granted her, there shall be an investigation; he shall not be put to death,¹¹⁶ because she was not free. But he shall bring his guilt-offering unto the Lord . . . a ram for a guilt-offering. And the priest shall make atonement for him . . . for his sin that he committed, and he shall be forgiven for the sin that he committed.

The law has in mind a free-born girl who was given by her father as a pledge.¹¹⁷ As such she could at any time be 'redeemed' or 'freed' by her father when he paid his debt, or when given in marriage by the creditor. As long, however, as she remained a pledge, she was treated as an unfree person, the property of the creditor. Adultery involving a free woman was punishable by death,¹¹⁸ but no such penalty was demanded when it concerned a betrothed unfree woman. The light penalty demanded for the man in this case can be explained by the fact that the bondwoman was betrothed to a freeman and carnal intercourse with her was regarded as an infringement of her bridegroom's proprietary rights. We may conclude, therefore, that sexual intercourse with a female slave who was not betrothed to a freeman was not considered a crime. The author of Job 31:10 takes it for granted that the female slave is exposed to promiscuous intercourse with the members and guests of the family in which she is serving when he says: 'Then let my wife grind unto others [that is, be reduced to the status of a slave], and let others bow down upon her.'

4. MARRIAGE BETWEEN FREE AND SLAVE

Marriages between freeborn women and slaves were common in Ancient Babylonia. With the consent of his master,¹¹⁹ a slave could take a freeborn woman and conclude a legal marriage with her. The Hammurabi Code clearly defines the status

of the free woman who marries a slave and that of the children born of such a union. If either a slave of the palace or a slave of a commoner (*muškēnum*) marries a freeborn woman (*mārat awīlim*) and she bears him children, the owner of the slave may not lay claim to the children for service (paragraph 175). If the freeborn woman brought a dowry with her and this dowry was profitably invested by her and her slave-husband, then, after the death of the slave, the woman takes her dowry, and then the property jointly accumulated by both husband and wife is divided into two equal parts. The owner of the deceased slave takes one part and the freeborn wife takes the other for her children. In case the woman did not bring a dowry with her, she of course takes none, but the joint property is equally divided, as in the case above, between the owner and the widow (paragraph 176). Whether the free woman brings a dowry with her or not, she receives half of her slave-husband's property and the children are free. Nothing is said in the Hammurabi Code about a marriage between a freeborn man and a slave woman. Paragraphs 146-7 and 170-71 of the Code contemplate only a connubium between a master and his or his wife's slave. In both cases, the children born of such unions are set free after the master's death. Thus, according to the Hammurabi Code, children born of a mixed marriage between a free person and a slave, irrespective of whether the unfree person was the father or the mother, are free.

Marriages between free women and slaves were common also in Nuzi.¹²⁰ The status of the children born of a union between a slave and a free woman was the subject of a suit before a Nuzian court. The woman Tulpunnaya brought suit against Zammini and her brother concerning Zammini's offspring. Tulpunnaya claimed that Zammini had lived with her slave Arrumpa and hence the children born of this union belonged not to Zammini and to her brother but to her as the legal owner of the slave: 'In the lawsuit Tulpunnaya prevailed and the offspring of Zammini that were born to Arrumpa [she] took.'¹²¹ The status of Zammini and how she came to

bear children to the slave Arrumpa is not clear. To draw from this document the conclusion that children born of a union between a free woman and a slave were considered as slaves according to Nuzian law would be too hazardous. The only case of a slave who married a freeborn woman recorded in the Old Testament is that of the Egyptian slave Yarha who married his master's daughter (1 Chron. 2:34-5). The reason was that Sheshan, the owner, had daughters but no sons, and, in order to perpetuate his name, gave one of his daughters into marriage to his slave. Though it is not explicitly stated, the context makes it very certain that Yarha was adopted or freed before the marriage was consummated.

5. THE HOUSEBORN SLAVE

The legal status of the houseborn slave (*wilid bītim*) in Ancient Babylonia differed in no way from that of the purchased slave. Only socially was his status slightly better than that of the ordinary slave.¹²² He was born and brought up in the house and as such he was trusted and treated as a 'son of the household.' To be a houseborn slave was an asset in the slave market. In one document, a merchant ordered his agent to buy a female slave for him and specified that she must be a houseborn slave and a weaver.¹²³ It is quite probable that most of the skilled slaves in Babylonia and Assyria were houseborn slaves. Legally, however, the houseborn slave was treated on a par with the purchased slave. He was leased to perform various tasks,¹²⁴ inherited,¹²⁵ and sold.¹²⁶ Whether *mār bītim* 'son of the house,' mentioned in the documents, was merely another term for *wilid bītim* is hard to say. The documents in which this term is mentioned deal with temple property,¹²⁷ and Walther¹²⁸ may be right in his interpretation of this term when he says that it referred to a class of temple servants who were either born in the temple, or presented to it in early childhood. In Neo-Babylonia, the term *mār bīti* 'son of the house' is employed for houseborn slaves.¹²⁹ As was the case in Ancient Babylonia, a distinction is made between the houseborn slave

and the one acquired in the market, showing that the social status of the former differed from that of the latter.¹³⁰ Another term employed in the documents of this period is *nīšē bīlī* 'people of the house' or 'domestics.' Again their legal status was the same as that of the ordinary slave. They were given as security,¹³¹ inherited, or sold.¹³² This term was used also with the same meaning in Assyria¹³³ and Nuzi.¹³⁴

The Old Testament terminology corresponds to that in use in Mesopotamia: *yelīd bayit* 'houseborn slave,' in distinction to *miqnat kesef* 'purchased slave';¹³⁵ *ben bayit* 'son of the house,'¹³⁶ and *anšē bayit* 'people of the household' or 'domestics.' The latter term includes both houseborn and purchased slaves, as is evident from Genesis 17:27: 'And all the people of his house, born in the house and bought with silver.' Lack of private documents precludes any definite conclusion in regard to the legal status of the houseborn slave in Palestine. The case of Eliezer, who held a trusted position in Abraham's household, is of course no criterion, for many houseborn slaves performed similar functions. Abraham's complaint (Gen. 15:2-4) that Eliezer would become his heir unless he had a son of his own does not mean that houseborn slaves inherited the property of their childless masters. What Abraham had in mind was that if no son were born to him, he would have to adopt Eliezer and appoint him as his heir.

6. THE FUGITIVE SLAVE

According to a Sumerian law, the punishment for harboring a fugitive slave was a fine consisting of a slave or of twenty-five shekels of silver.¹³⁷ The leniency of the Sumerian code stands in marked contrast to the severity of the Hammurabi Code. Stealing and harboring of stolen goods were considered by the Hammurabi Code as capital crimes. It decreed the death penalty not only for helping a slave to escape or for the refusal to hand him over to the proper authorities, but also for sheltering him (paragraphs 15-20).

Outside the master's house, the slave was as defenseless as a stray animal. Anybody could question him or seize him. A reward of two shekels of silver was offered to anyone who captured a fugitive slave (paragraph 17). The captor who let the fugitive escape from his hand was punished with death, unless he could prove that the escape was not due to his negligence or connivance (paragraph 20). Furthermore, any owner could appeal to the government for help in apprehending his runaway slave, and it was the duty of the police to comply with his request. Thus, King Abieshuh of the First Dynasty of Babylon was asked by a citizen to help him find his fugitive slaves who had run away to Sippar. The king sent a messenger there to fetch the slaves and bring them back to Babylon.¹³⁸ The fact that the Hammurabi Code devoted six paragraphs to the fugitive slave is ample proof that the tendency to run away was widespread in this period, and indeed in all periods, as the documents abundantly testify. The frequency of this practice is reflected also in the Sumerian Family Laws: 'If a man has hired a slave and he died, has run away, has disappeared, has ceased to work, has fallen sick, his wages per day, 1 *sūtu* of corn, he [the owner of the slave] shall measure out [to the employer].'¹³⁹ A protective clause by which the owner safeguarded his interests against the escape of his leased slaves was inserted in some employment contracts. Following are a few examples of such contracts in which Balmunamhe figures as the owner of the leased slaves:¹⁴⁰

YBT v 115

- | | |
|---|----------------------------------|
| 1. [1 sag] nitá | 1. [One] male slave, |
| 2. nitá [bal]-mu-nam-ḥé | 2. a slave of Balmunamhe, |
| 3. ki bal-mu-nam-ḥé | 3. from Balmunamhe, |
| 4. lugal-a-ni-ir | 4. his owner, |
| 5. ¹ u-bar- ^a gu-la | 5. Ubār-Gula |
| 6. i-ḥu-uz | 6. has taken [for hire]. |
| 7. in-na-ab-bi-it-ma | 7. Should he run away, |
| 8. 1/3 ma-na kù-babbar | 8. one-third of a mina of silver |

9. ì-lá-e

YBT v 116

1. 1 sag nitá
2. nitá bal-mu-nam-ḥé
3. ki bal-mu-nam-ḥé
4. lugal-a-ni-ir
5. púzur-^damurru
6. i-ḥu-uz
7. in-na-ab-bi-it-ma
8. 1/3 ma-na kù-babbar

9. ì-lá-e

YBT VIII 25

1. ^lú-qá-ili mu-ni-im
2. nitá bal-mu-nam-ḥé
3. ki bal-mu-nam-ḥé
4. lugal-a-ni-ir
5. ^lasín-tám-kàr-ri ad-da-ni
6. šu-dù-a šu-ba-an-ti
7. in-na-ab-bi-it
8. ip-pa-ra-ku-ú-ma
9. 1/3 ma-na kù-babbar

10. ì-lá-e

YBT VIII 27

1. 1 sag nitá ^dšamaš-ra-bi mu-ni-im
2. nitá bal-mu-nam-ḥé
3. ki bal-mu-nam-ḥé
4. lugal-a-ni-ir
5. ^ld^amurru-še-mi šeš-a-ni
6. ù ša-at-iš-tar dam-a-ni
7. šu-dù-a šu-ba-an-ti-meš

9. he will pay.

1. One male slave,
2. a slave of Balmunamhe,
3. from Balmunamhe,
4. his owner,
5. Puzur-Amurru
6. has taken [for hire].
7. Should he run away,
8. one-third of a mina of silver
9. he will pay.

1. Uqā-ili by name,
2. a male slave of Balmunamhe,
3. from Balmunamhe
4. his owner,
5. Sin-tamkarri, his father,
6. suretyship [for the slave] has accepted.
7. Should he run away,
8. cease to work, then
9. one-third of a mina of silver
10. he will pay.

1. One male slave Sham-ash-rabi by name,
2. a slave of Balmunamhe,
3. from Balmunamhe
4. his owner,
5. Amurru-shēmi, his brother,
6. and Shāt-Ishtar, his wife,
7. suretyship [for the slave] have accepted.

- | | |
|------------------------------|--|
| 8. tukum-bi | 8. If |
| 9. ^{1d} šamaš-ra-bi | 9. Shamash-rabi |
| 10. ba-záḥ ú-gu-ba-an-dé | 10. should disappear, run away, [then] |
| 11. 1/3 ma-na kù-babbar | 11. one-third mina of silver |
| 12. ì-lá-e-ne | 12. they will pay. |

YBT VIII 22

- | | |
|---|--|
| 1. 1 sag nitá ^d šamaš-a-bi
mu-[ni-im] | 1. One male slave Shamash-
abi by name, |
| 2. nitá bal-mu-nam-ḥé | 2. a slave of Balmunamhe, |
| 3. ki bal-mu-nam-ḥé | 3. from Balmunamhe |
| 4. lugal-a-ni-ir | 4. his owner, |
| 5. ¹ⁱ dí-i-a-tum | 5. Idiatum |
| 6. šu-dù-a-ni šu-ba-an-ti | 6. suretyship [for the
slave] has accepted. |
| 7. in-na-ab-bi-it | 7. Should he run away, |
| 8. ú-da-ap-pa-ar | 8. absent himself, |
| 9. ip-pa-ra-ak-ku-ma ¹⁴¹ | 9. cease to work, then |
| 10. 1 ma-na kù-babbar | 10. one mina of silver |
| 11. ì-lá-e | 11. he will pay. |

Slaves who were prone to run away were closely watched by their owners. A master who had sent his slave outside his estate to perform some work wrote to the supervisor to be sure to guard him carefully.¹⁴² The severe penalty for harboring fugitive slaves and the fear that the bought slave might turn out to be unruly or have a tendency to run away caused the insertion of a special clause in many sale contracts, allowing a period of three days for inquiry (*teb'itum*) after the antecedents of the slave. In case the slave was found to be a runaway the sale was annulled. In later periods the *teb'itum* clause is not mentioned in the documents. This may have been due to the fact that the stringent laws of the Hammurabi Code concerning the harboring of fugitive slaves became obsolete. Instead, the owner assumed a blanket responsibility against the escape of the sold or pledged slave. In the Cassite period the formula reads, 'For their [not] running away, we [the

owners of the slaves] guarantee' (*a-na ḥa-la-qí pu-ut-ni ni-te-mi-id*).¹⁴³ In Late Assyrian documents the owner who gave his slave as a pledge for a debt guaranteed to the creditor that should the slave run away he would be responsible. The clause reads: 'If he die, or run away, the responsibility lies upon his master' (*mīta ḥalqa ina eli bēlišu*).¹⁴⁴ Guaranties safeguarding the purchaser against the escape of the bought slave are also found in the Neo-Babylonian contracts. In one, dated in the reign of Nebuchadnezzar, the formula reads: 'Responsibility against the flight or death of B [the sold slave], P and G [the sellers] bear' (*pu-ut ḥi-li-qu ù mi-tu-tu šá B, P ù G na-áš-šu-ú*).¹⁴⁵ In a document dated in the Persian period the formula reads: 'Responsibility for the non-escape of the female slave, I and B bear.'¹⁴⁶ This responsibility is in some documents limited to one hundred days.¹⁴⁷

The death penalty decreed by the Hammurabi Code for enticing a slave to flee, or for harboring a fugitive slave, seems to have become obsolete in the Neo-Babylonian period. In a private letter from Erech, an agent reported to his employer that the female slave who had fled had been recaptured and brought to the palace gate of Babylon.¹⁴⁸ Nothing is said in the letter about who had apprehended her or whether a reward of two shekels was paid to the captor. In another document, a man bought a slave by the name of Nabu-shepishu-shuzziz from one Nabu-uballit. After a while a certain Nabu-apli-iddin recognized Nabu-shepishu-shuzziz and claimed him as his run-away slave. The court gave the claimant permission to search the house of the slave's new owner and decreed that should his allegation prove correct, he might take the slave.¹⁴⁹ It is interesting to notice that the slave's name was really Nabu-killanni and not Nabu-shepishu-shuzziz. Nabu-uballit changed the slave's name and passed him on as his own. As in the former document, nothing is said about the punishment of the abductor and harbinger of the slave. Still more clearly is the fact brought out in another document dated in the reign of Darius. Here a man kidnaped a female slave (*ušaḥiliq*). The owner

found his slave in the kidnaper's house and granted the abductor forgiveness.¹⁵⁰

The harboring of fugitive slaves was not considered a capital crime in Nuzi. The abettor was merely fined a sum of money. Thus, a female slave of Shilwa-Teshup ran away and took refuge in the house of one Enna-mati. The owner sued and the latter had to surrender the slave and was fined for harboring her.^{151 152}

The Deuteronomic ordinance (Dt. 23:16): 'You shall not deliver a slave unto his master who escaped to you from his master,' stands unparalleled in the slave legislation of the Ancient Near East. It is a most extraordinary law and its application in life would have spelled the end of slavery in Palestine. The Old Testament slave legislations (Ex. 21, Dt. 15, and Lev. 25) do not mention the case of the fugitive slave, although the tendency to run away for reasons of cruel treatment or desire for freedom was as prevalent in Palestine as it was in the adjacent countries. Hagar ran away from her mistress Sarah.¹⁵³ When David sent his messengers to procure food from the rich but churlish farmer Nabal, the latter very defiantly inquired: 'Who is David and who is the son of Jesse? There are many slaves today who break away, each from his master.'¹⁵⁴ Fugitive slaves were extradited when they fled into foreign countries. David had to swear to the Egyptian slave that he would not hand him over to his Amalekite master before the slave agreed to tell him the whereabouts of the enemy's camp.¹⁵⁵ When Shimei heard that his two slaves had run away to Achish, King of Gath, he promptly went there and brought them back.¹⁵⁶ In view of the facts cited above, how should this Deuteronomic law of granting asylum to fugitive slaves be interpreted? It may be suggested that this law was drawn up in favor of Hebrew fugitive slaves who had fled from slavery in foreign countries. If this interpretation be correct, then this Deuteronomic law would have its parallel in paragraphs 280-81 of the Hammurabi Code, according to which a native Babylonian slave who had been sold into a for-

eign country and had fled from there was, upon his return, set free.¹⁵⁷ The second half of this Deuteronomic law: 'He shall dwell with you in any place which he shall choose within one of your gates, where he likes it best; you shall not oppress him,' suggests that the fugitive Hebrew slave settled as a client under the protection of a citizen.

7. TREATMENT

While, legally, the slave was a mere chattel, classed with movable property, both law and society were forced to take into consideration the constantly self-asserting humanity of the slave. And hence we have the highly contradictory situation in which on the one hand, the slave was considered as possessing the qualities of a human being while on the other hand, he was recognized as being void of the same and regarded as a mere 'thing.' The slave's status as a chattel, deprived of any human rights and feelings, was clearly and unmistakably emphasized in his relation to a third party. According to the Hammurabi Code, if a man (other than his master) 'destroy the eye of a man's slave or break a bone of a man's slave, he shall pay one-half of his price' (to the slave's owner).¹⁵⁸ 'If he strike the female slave of a gentleman and bring about a miscarriage, he shall pay two shekels of silver' (to the owner).¹⁵⁹ 'If that female slave die, he shall pay one-third mina of silver.'¹⁶⁰ Or, if a physician operate on a slave and cause his death, he shall substitute a slave of equal value.¹⁶¹ Or, if he operate on the eye socket and destroy his eye, he shall pay silver to the extent of half his price.¹⁶² Or, if a builder erects a house and does not make its foundation firm and as a result the house collapses and 'it cause the death of a slave of the owner of the house, he shall give to the owner of the house slave for slave.'¹⁶³ Or, 'if an ox who has been wont to gore, gore a slave and bring about his death,' he [the owner of the ox] shall pay one-third mina of silver.'¹⁶⁴ Again, if a creditor mistreat a pledge and he die of the beatings, if the pledge was a freeborn man, the creditor's son is put to death, but 'if the

pledge be a slave, he shall pay one-third of a mina of silver and [in addition] shall forfeit whatever amount he had lent.¹⁶⁵ It is clear then, that in relation to a third party, the slave was considered as a mere chattel. If he loses a limb, or even his life, as a result of a severe beating administered by a third party, or caused by the negligence of the same, it is just his bad luck, but not so his owner's—the latter is compensated in full measure for his loss. The Biblical legislation mentions only the case of a slave who had been killed by a goring ox and provides that the owner of the ox shall compensate the slave's master by paying him thirty shekels of silver, the average price of a slave.¹⁶⁶ It may, however, be taken for granted that if injured or maimed by a third party, the slave, as was the case in Babylonia, was not compensated for his injuries.

In the relation between the slave and his master almost everything depended upon the character of the latter: the slave's fate was in fact, though not in theory, in his master's hand. If he met with cruelty or with gross injustice, he could, under certain circumstances only, take recourse to the courts. Beatings and maltreatment of slaves seem to have been so common that the great reformer Gudea, *ensi* of Lagash, prided himself that during his reign a slave who was guilty of misconduct was not hit on his head by his master, and a maid who had done a great wrong was not struck on her face by her mistress.¹⁶⁷ The Biblical legislation does not prohibit the maltreatment of a Hebrew slave by his master, 'for he is his money.' It is only when the slave died instantly (within three days) as a direct result of the beating that the master became liable to punishment.^{168 169} It appears that sick slaves who could no longer perform the duties expected of them were cast out and abandoned to shift for themselves. The slave whom David found half-starved during his campaign against the Amalekites was abandoned by his master 'because,' as he told David, 'three days ago I fell sick.'¹⁷⁰ A fugitive slave was subject to cruel treatment. In Ancient Babylonia a runaway slave was

put in chains and had the words: 'a runaway, seize!' incised upon his face.¹⁷¹ But the most cruel punishments were reserved for those who denied their slave status. These punishments were prescribed by law. The comparatively mild Sumerian law required that a slave who denied his status shall have 'his [front] hair cut off[?].'¹⁷² According to the Hammurabi Code (paragraph 282), 'If a slave say to his master "you are not my master," his master shall prove him to be his slave and shall cut off his ear.' This fact, namely, that the manner of punishment was prescribed by law and custom and was not left to the discretion of the master, shows that the slave was considered a human being and consequently the master had no power over his life and could not kill him with impunity.

In discussing the treatment accorded to slaves, a distinction must be made between those purchased in the market and those born in the house. The houseborn slaves were treated as members of the family and their lot must have been much better than that of the purchased slaves who were employed as agricultural or industrial laborers. But in any case, whether well-treated or ill-treated, the slave was dissatisfied and his dissatisfaction expressed itself throughout all periods of Mesopotamian history in the only way it could express itself, namely, in his flight from slavery. The reason for this phenomenon was not mistreatment alone. Cruelty played its part, but it was not the only reason for escape. The motive is to be sought in another source. The slave was considered in the eyes of the law as a commodity but in his own eyes he was a human being, and human beings who are bought and sold, branded and degraded, will be unhappy under the best of treatment. The slave ran away because he refused to be a slave.

8. PECULIUM

The privilege of accumulating a peculium was granted to the Babylonian slave from early times. In a document from Sippar dated in the reign of Rim-Sin, a female slave gave to

her mistress the sum of ten shekels of silver and was set free by the latter.¹⁷³ In another document from Dilbat, dated in the reign of Hammurabi, a female slave relieved her master of a debt of twenty shekels of silver, in gratitude for which he declared her free (by adoption), and also presented her with a plot of land.¹⁷⁴ The money paid by these slaves need not, however, have been their own but could have been given them by their kinsfolk for redemption. In a document from Sippar, dated in the reign of Sabum of the First Dynasty of Babylon, a man borrowed from the Shamash temple twenty-four shekels of silver, which he then gave to another man *a-na ip-te-ri-šu* 'for his redemption.'¹⁷⁵ The Hammurabi Code takes the existence of the peculium for granted and decrees the manner of its disposal at the death of the slave. According to paragraph 176, the property amassed by a slave jointly with his freeborn wife is to be divided after his death in the following way: if his wife had brought a dowry with her, she retained the same, while their joint property was to be divided equally between her (for her children) and the slave's master. In case the woman did not bring a dowry, the property jointly acquired by her and her deceased husband was also to be divided equally between the widow and the master. It is clear from this law that when the peculium was the result of a joint effort of a free person and a slave, the master could claim the slave's share only. If, however, the peculium was accumulated by the slave alone, his master was the sole inheritor. In other words, according to the Hammurabi Code the amassing of a peculium was a concession granted by the master to his slave, who could enjoy it during his lifetime, but legally and ultimately it belonged to his master.

In the Neo-Babylonian period, and particularly so during the Persian rule, slaves played an active part in the economic life of the country. They appear as artisans, agents, tenant-farmers, house and land owners, merchants, and even bankers. They borrow and lend money, engage in business transactions with members of their own class as well as with freemen and

with their own masters. They carry their own seals and some even possess, as in the Late Assyrian period, their own slaves. They live with their families outside their master's dwelling in their own or in rented houses. In one case, a slave signed a lease for a house for four years.¹⁷⁶ ¹⁷⁷ In another case, a slave rented a house for which he had to pay the rental six months in advance; the first payment was due at the beginning of the year and the second one in the middle of the year.¹⁷⁸ Quite frequently slaves appear as lessors and lessees of land. In such cases, as indeed in most others, they deal directly and not through the medium of their masters with the respective owner of the property. The deed is drawn up by the two parties directly concerned in the transaction. Thus, one slave leased a cultivated plot of land from its two owners for a fixed rental of fifty *kurrû* of dates per year;¹⁷⁹ and another slave leased a plot of cultivated land for three years.¹⁸⁰ Rich land-owners, bankers, and businessmen very often leased parts of their cultivated or uncultivated land to tenant-farmers and lessees. Among the latter were also their own slaves, who availed themselves of the opportunity to become semi-independent. The legal form of such contracts is the same as that in contracts drawn up with freeborn tenants. The master and his slave, the two parties concerned, signed the agreement and the lessee took upon himself to deliver a certain percentage of the crop to the owner of the estate.¹⁸¹ In many instances slaves banded together with freeborn men and jointly leased fields for cultivation.¹⁸² The reliability and trustworthiness evinced by slaves in their business activities were so great that their masters did not hesitate to lend them large sums of money on a purely commercial basis at the usual rate of interest. Thus, one master lent to his slave 889 shekels of silver at 20 per cent interest.¹⁸³ Slaves also borrowed money from strangers. Thus, one slave borrowed from a stranger six minas of silver.¹⁸⁴ In their business transactions the slaves dealt with their own masters,¹⁸⁵ with freeborn people,¹⁸⁶ and with the temple,¹⁸⁷ on an equal footing. Even female slaves engaged in business.¹⁸⁸ Some

slaves employed business agents and private secretaries, while others appeared even as bankers.¹⁸⁹ A certain Nabū-bullitanni, a slave, lent to a freeborn man a sum of money and a contract was drawn up according to which 'all property, as much as there is,' was handed over to the creditor as security;¹⁹⁰ another slave took a man's house as security for two minas of silver.¹⁹¹ And finally, as in the Late Assyrian period, they possessed their own slaves.¹⁹² Like their slave-masters, these *servi vicarii* often appeared as lessees of land.¹⁹³

Since laws or court decisions dealing with the slave's peculium are lacking, deductions bearing on the scope and legal limitations of the peculium must be drawn from the documents themselves. The documents do not tell us how and by what means the slave acquired his initial property, which served him as a basis for his peculium. It may have been given to him by his master as a gift or as a reward for faithful service, or given to him by his family as a means to ameliorate his position. In most cases, however, it seems fair to suggest that the slave's industry and intelligence were the basis of his initial capital. The city slaves, and particularly those in the service of rich patrons, had enough freedom and opportunities to display their innate capabilities. Once these capabilities were noticed by the masters it was in their own interest to place such slaves in positions where they could bring them the most profit. For economic reasons big landowners leased large parcels of their land to tenant-farmers. These lands were equipped with tools and animals, and by taking them over for cultivation on a seasonal or yearly basis the slave-tenant needed no initial capital, for the payments in kind were due after the harvest—or in the case of cattle-farms and fish ponds, in daily rations to be supplied to the owner. If successful in his first venture, the slave could gradually amass a small profit, which in turn he invested in other fields and thus could become, after a number of years, a wealthy person himself. For this privilege to engage in business the slave paid a yearly tax, called *mandattu*, to his owner. This *mandattu* payment

was an individual head-tax representing the equivalent of the slave's labor in the employment of his master. Persons hiring slaves from their masters paid to the latter a monthly *mandattu*, which varied from two to three shekels a month, in accordance with the labor value of the given slave.¹⁹⁴ The same policy was applied in the case of the slave who engaged in business of his own. The rate of his *mandattu*,¹⁹⁵ and those of his wife and children, depended on the slave's property and income. In addition to this head-tax, the slave paid to his master also a certain percentage of his net profit. Thus, a certain Nabū-utirri, who managed to accumulate the sum of about six minas of silver, handed over to his master, in addition to his and his wife's *mandattu*, fifty-nine shekels as the latter's share of his earnings.¹⁹⁶ In a document dated in the reign of Nabonidus, a slave leased from his master a plot of land for ten years, on which he undertook to plant palm trees. The fruit of one part of the land was to go directly and fully to the owner as *mandattu* payment, while from the other part he had to pay the regular percentage of the product.¹⁹⁷

The right to accumulate and enjoy property, however, was merely a privilege granted by the master to his industrious and ambitious slave. It could be withdrawn at will, for ultimately and legally the slave's peculium belonged to his master. Within certain limits the slave acted like a freeman. He bought and sold, had his own seal,¹⁹⁸ and even appeared in court as claimant if the defendant was of his own class.¹⁹⁹ Furthermore, under favorable circumstances he could even dispose of part of his peculium, as was done by one Baruqa who donated one mina of silver to the temple of Esagila for 'the preservation of his life.'²⁰⁰ Nonetheless, he still remained a slave, possessor and possessed at the same time. This conclusion is based on two facts. First, in dealing with a third party the slave could pledge his peculium but not his person;²⁰¹ and secondly, in one case we have the evidence that an owner confiscated the whole property of his slave.²⁰² We may therefore conclude that, as in Ancient Babylonia, the peculium amassed

by the slave during his lifetime became at his death the property of his master.

With the increase of commercial and industrial activities in the Late Assyrian period, the position of the Assyrian city slave paralleled that of the Neo-Babylonian city slave. He was free to engage in various enterprises and had ample opportunities to use his talents for his own and his master's benefits. In this period slaves appear as owners of real estate.³⁰³ They conduct business in their own name, carry their own seals,³⁰⁴ and appear as witnesses in court. In one document, a certain slave by the name of Nabu-bel-usur sold his female slave. The document contains the usual clause against reclamation on the part of the seller and sets the penalty for the revocation of the sale as ten minas of silver, five (?) minas of gold, and tenfold of the price paid for the slave. Nabu-bel-usur is called *bēl sin-ništi* 'the owner of the woman,' and as the parties who might in future contest the sale are mentioned his children and grandchildren.³⁰⁵ In another document, two slaves sold a plantation including the three families of slaves living there—in all seventeen souls.³⁰⁶ The two slaves impressed their seals on the deed of sale and are called *bēl nišē tadāni* 'the owners of the people sold.' These two documents give the impression that these two slaves really owned the land and the slaves, and in selling them acted as free agents. This, of course, was not the case. In another document, preserved in a mutilated state, a man sold his twenty slaves consisting of several families for ten minas of silver.³⁰⁷ Among those sold was one who had three slaves and one who had two wives. These *servi vicarii* were sold together with their master and the owner received the price for all of them from the purchaser. Again, we find another master who sold his three slaves together with their *servi vicarii* (*adi nišē^{meš}-šu* 'with their people') to an officer of Sennacherib.³⁰⁸ Thus we may conclude that the Late Assyrian slave could accumulate property in land, buy his wives, and even possess his own slaves, but the legal owner of all his property was his master.

The Nuzi slaves, especially those in the service of the wealthy, conducted themselves as virtually free people. They owned property, appeared in court as litigants, and possessed their *servi vicarii*. Pai-Teshup, the slave of Shilwa-Teshup the prince, engaged in various transactions as trusted agent of his master,²⁰⁹ but also on his own account. He let himself be 'adopted' by a freeman and for the exchange of the maintenance of his 'father' for the duration of his life, he received as sole heir fields, buildings, and even the earnings of his 'father's' daughters.²¹⁰ From two other documents we learn that the resourceful Pai-Teshup let himself be 'adopted' by two more 'fathers.'²¹¹ In both cases he exchanged quantities of barley for fields and gardens and thus acquired real estate under the cover of adoption, as was the usage in Nuzi. Pai-Teshup was, of course, not the only one of the prince's slaves who managed to acquire real estate. The same was done by another one, named Kupasa.²¹² Also the female slaves of the same prince engaged in business of their own. Thus, Hinzu-ray, the slave maid of Shilwa-Teshup, took into 'daughter-ship and daughter-in-lawship' Haship-kiashe, a freeborn girl, whom, according to the contract, she could give into wifehood to her son or sell her into marriage to whomever she pleased.²¹³ In another case, Kashum-menni, a slave maid of the palace, adopted a freeman and made him the heir of her property, including slaves. This was a real adoption, and the conditions were that the son was to maintain his mother as long as she lived and after her death bury her and mourn her.²¹⁴ That this privileged class of slaves actually owned property and could dispose of it at will²¹⁵ is clear from another document. Akap-urhe, slave of Shilwa-Teshup the prince, 'adopted' his master's wife, that is she bought from him his possessions through the medium of adoption. The document reads in part as follows: 'Tablet of adoption of Akap-urhe, slave of Shilwa-Teshup, whereby Nashmun-naya, wife of Shilwa-Teshup, he adopted. Thus [says] Akap-urhe: "All the security lands, all my house-

hold, one [part of] everything that I own, which I have amassed to Nashmun-naya I have given".²¹⁶

Also slaves in the service of private people were allowed to engage in business and to accumulate a peculium in various forms. In one case, a slave sold his daughter to his mistress into 'daughtership' and pocketed the purchase price. It is clear that the slave in question either was sold or sold himself into slavery, and though himself a slave he still remained the owner of his daughter, whom he could sell at will.²¹⁷ A certain Nai-sheri, himself a slave, gave his female slave as security to one Tehu, who promised to return her within a specified time. Should the maid die, Tehu would then have to pay to Nai-sheri forty shekels of silver, the average price of a female slave in Nuzi.²¹⁸ In another case, we hear of a slave who transferred part of his real-estate property to a freeman on the basis of an agreement between them.²¹⁹ On the other hand, we have the case of one Hanate, who had been sold by her parents into 'daughtership' to Tulpun-naya. This Hanate, in turn, took into 'daughtership and daughter-in-lawship' the girl Halb-abusha, whom she was to give in marriage to whomever she wished. A special clause in the contract states that 'the belongings of Halb-abusha [shall become the property of her mistress] Hanate.' Later Hanate gave her 'daughter' Halb-abusha into wifehood to one of Tulpun-naya's slaves, that is, she sold her to her mistress as a wife to one of the mistress's slaves.²²⁰ From this document then it would appear that the Nuzian slave had a right to a peculium and could dispose of it as he pleased, unless this right was taken away from him at the time of the purchase by the insertion of a special clause which provided that the peculium shall become the property of his master. This conclusion, however, is somewhat contradicted by another document of a similar content. This was the case of one Kisaya who was sold into 'daughtership and daughter-in-lawship' by her mother to the above-mentioned Tulpun-naya. Kisaya was to be given by her mistress into wifehood to whomever she pleased. The same clause relating

to the slave's property also appears in this document: 'The belongings of Kisaya [shall become the property of her mistress] Tulpun-naya.' Later we hear that Kisaya, who was by no means a submissive soul, refused to live with the husband supplied her by her mistress and demanded that another man be given her as a husband. This the mistress did. Still later we hear that Kisaya sold her son, whom she bore to her second husband, to her mistress Tulpun-naya. A clause in the document provided that should Kisaya raise a claim concerning her sold son, she shall pay a fine consisting of two female slaves to Tulpun-naya.²²¹ Thus, the clause providing that the belongings of Kisaya shall become the property of her mistress notwithstanding, Kisaya was the sole owner of her son and, furthermore, she apparently had a large sum of money of her own, for otherwise the insertion of the clause that she would have to pay a fine would make no sense.

That the Palestinian slave had a right to a peculium can be inferred from Leviticus 25:49. In case a Hebrew sold himself to a non-Hebrew, his kinsmen should redeem him, or, 'if he be able, he may redeem himself.' The fact that the slave of Kish had in his possession one-fourth of a shekel of silver,²²² and that Ziba, the slave of Saul, had fifteen sons and twenty slaves²²³ is further evidence of the existence of a peculium that the master suffered his slave to enjoy. The ultimate and legal owner of the slave's peculium, however, was the master. This is clearly stated in II Samuel 9:12: 'And all that dwelt in the house of Ziba [Saul's slave] were slaves unto Mephibosheth' (Saul's son and heir).

9. MANUMISSION

The Hammurabi Code recognized four legal means by which a slave could receive his freedom: (1) Wives and children sold or handed over as pledges to creditors were to be freed after three years of service (paragraph 117); (2) a slave-concubine and her children became free after the death of the master (paragraph 171); (3) children born of a legiti-

mate marriage contracted between a free woman and a slave were free, and the slave's master had no right to claim their services (paragraph 175); and (4) a native Babylonian slave bought in a foreign country and brought back to Babylonia was to be unconditionally freed (paragraph 280). The law set forth in paragraph 117 was promulgated by Hammurabi (we have no earlier parallels to this provision) in order to check the tendency of wholesale enslavement of debtors. Regardless of the amount of the debt, three years of service in the house of the creditor were deemed sufficient to work off any debt. Whether this law was ever enforced in life, however, is highly doubtful. We have numerous documents from Ancient and Neo-Babylonia attesting to the widespread practice of selling or handing over wives and children to creditors, but documents of their release after the three-year term of servitude are conspicuous by their absence. From a document dated in the reign of Ammiditana (third ruler after Hammurabi), we may adduce that this law was not enforced even during the period of the First Dynasty of Babylon. Warad-Bunene, a Babylonian slave, was sold by his owner into a foreign country. After having served there for five years he managed to escape and to return to his native city of Babylon. The elders of the city declared him free and at the same time ordered him to join the army. This Warad-Bunene refused to do, saying: 'The army I will not join, the fief of my father I shall manage.' Whereupon his three brothers swore by Shamash and the king that they would not oppose his joining the fief management.²²⁴ The release of Warad-Bunene by the city authorities is explained by Schorr as having been in accordance with paragraph 280 of the Hammurabi Code, which forbade the sale of native-born slaves into foreign countries, and in case such a slave managed to escape or was brought back by a slave dealer to Babylonia, he was to be freed. In this interpretation of the document Koschaker agrees with Schorr.²²⁵ Now, this Warad-Bunene was not of slave parentage; his father possessed fief land and his three brothers were free men. How did

he become a slave? The only plausible answer to this question would be that he had been sold or handed over by his father for service to a creditor who in turn sold him into a foreign country. In that case he should have been freed in accordance with the law of paragraph 117 that provides that women and children handed over to creditors must be released after three years of service. This, however, was not the case. He was freed in accordance with the law of paragraph 280, which was applicable primarily to native slaves and not to freeborn sold or pledged debtors' children. Consequently, we may assume that the law of paragraph 117, as was the case centuries later in Palestine where similar laws were enacted, remained merely a pious wish of the well-meaning lawgiver. That the provision was not enforced in the Neo-Babylonian period may be inferred from a document dated in the second year of Neriglissar.²²⁶ A certain Ahushunu, a *shirqu* of Ishtar of Erech, handed over his son Ina-silli-babi as surety for a loan of fifty-two shekels of silver. The son was to remain in the house of the creditor for ten years, in order to work off the debt. At the end of the ten-year period, however, Ina-silli-babi was not freed. He therefore appealed for settlement to the civil court. The judges considered his ten years of service and the quantity of barley he had delivered to his father's creditor as a supplementary payment the equivalent of the debt plus interest. Accordingly they declared the plaintiff free and directed him to join the order of the *shirqūtu*, to which his father had belonged.²²⁷

The laws of paragraphs 171 and 175 do not properly belong in the category of those of released slaves. The children in both cases have one free parent, in the former the father and in the latter the mother, and in such cases the law allowed them to inherit the status of the free parent. This provision applied equally to the slave-concubine who by her union with a freeman was released from slavery together with her children after the death of her husband. Babylonian society was not built on a rigid class basis but on a very flexible economic

system. The border line between free and slave was never so sharply drawn as to exclude the marriage between free and unfree, and no stigma was attached to the children born of a union between a master and his slave-concubine. In conformity with this view, the Hammurabi Code considers these laws (paragraphs 171 and 175) in the section dealing with marriage and the family. As already pointed out above, the law of paragraph 117 was promulgated in order to check the enslavement of the native defaulting debtors. From the point of view of the Code, the people for whose benefit this law was enacted were not slaves but free Babylonians, whose economic misfortunes placed them in the hands of their exacting creditors. Hence this law is appropriately part of a section dealing with debts and pledges. The only law that does deal with the real slave is that of paragraph 280; its subject is the illegally sold native-born Babylonian slave, and although he benefited by its provision—he was freed upon his return to Babylonia—the law was promulgated not for his sake but as a punishment for merchants who bought such slaves in foreign countries. During the prosperous Hammurabi period the country suffered from a labor shortage. This situation gave rise, on the one hand, to the traffic in foreign slaves, and, on the other, to the enactment of a law forbidding the export of native-born slaves. He who bought such an illegally sold slave in a foreign country lost his money when the slave escaped and returned to Babylonia; and the merchant who unwittingly bought such a slave and brought him to Babylonia for sale equally lost his investment. On the other hand, according to paragraph 281, if such a slave was originally of foreign birth, his former Babylonian owner was urged to buy him back from the merchant so that he should not be taken out of the country again. The reason for the distinction made by the Code between a native-born and a foreign-born slave is clear. The state could not possibly prohibit the export of previously imported slaves; such a law would have been against the interests of the merchants; but it could prohibit the export of native-born slaves. The motive

underlying both laws was the same, namely, the conservation of the slave population, native and foreign, to meet the demand for labor. Schorr²²⁸ compares the law of paragraph 280 with a similar Talmudic provision that prohibited the sale of slaves to gentiles and into a foreign country: 'If a man sold his slave to a gentile or to any one outside the land [of Israel], he goes free.'²²⁹ It is highly improbable that these two laws had anything in common. The Hammurabi law was dictated by purely economic considerations while the Mishnaic law, almost two millenia later and in a quite different setting, was motivated by religious and national scruples.

Besides the above-mentioned laws according to which defaulting debtors, children of one free parent, and the native slave sold into a foreign country were to be freed without regard to the interest of their creditors and owners, there were two other means of manumission: release by adoption and by purchase. These were the most common methods of manumission in Babylonia, but they are not mentioned in the Hammurabi Code. A slave-adoption contract consisted of five or six clauses: (1) A is the child of B; B his father (or mother) has released him (or cleansed his forehead); (2) A shall support B as long as he (or she) lives; (3) the children of B shall have no claim on A; (4) clause concerning the repudiation of the adoption by one or both parties (often omitted in the contracts); (5) oath of the contracting parties; and (6) the names of the witnesses and the date. The form of an adoption contract of a female slave is similar to that of a male slave. In many cases, however, the released female slave is at the same time given in marriage and as a result the contract contains also the usual marriage clauses. Following are two examples of contracts of release by adoption from the First Dynasty of Babylon:

Columbia 296. Case.

Obv.

1. ʔuppum ^{1a}[adad]-im-di

1. Tablet. [Adad]-imdi

- | | |
|--|---------------------------------------|
| 2. mārat ku-nu-tum | 2. is the daughter of Kunutum |
| 3. ù a-ia-ar-tum | 3. and Aiartum. |
| 4. ¹ ku-nu-tum ù a-ia-ar-tum | 4. Kunutum and Aiartum |
| 5. ^{1d} adad-im-di ù wa-li-za | 7. have cleansed |
| 6. ma-la ul-du ù ul-la-du | 5. Adad-imdi and her offspring, |
| 7. ú-li-la-šu-nu-ti | 6. as many as she bore and will bear. |
| 8. a-di ku-nu-tum | 8. As long as Kunutum |
| 9. ù a-ia-ar-tum ba-al-ťí-a | 9. and Aiartum live |
| 10. ^{1d} adad-im-di i-ta-na-ši-ši-na-ti | 10. Adad-imdi shall support them. |
| 11. wa-ar-ki ¹ ku-nu-tum | 11. After Kunutum |
| 12. ù a-ia-ar-tum i-lu-ši-na | 12. and Aiartum will have been |
| 13. iq-te-ru-ši-na-ti | 13. called away by their god |
| 14. ma-am-ma-an mi-im-ma | 14. no one shall have |
| 15. e-li ^d adad-im-di | 15. upon Adad-imdi |
- bottom
- | | |
|--|---|
| 16. ù mārū ^{meš} ma-li ul-du | 16. and [her] children, as many as she bore |
| 17. ù ul-la-du | 17. and will bear, |
| 18. ú-ul i-šu-ú | 18. any claim. |
| 19. mu ^d šamaš ^d a-a ^d marduk | 19. By Shamash, A-a, Marduk |

Rev.

- | | |
|--|---|
| 1. ù a-pil- ^d sin | 1. and Apil-Sin |
| 2. ù sippar ^{ki} in-pà-dè-meš | 2. and the city of Sippar they have sworn |
| 3. ša pí ıp-pí-im an-ni-im | 3. that they will [not] change |
| 4. ú-na-ka-ri ²⁸⁰ | 4. the content of this tablet. |

BIN VII 206.

- | | |
|--|----------------------------|
| 1. ¹ gi-mil-lum | 1. Gimillum |
| 2. ù ku-ri-tum dam-a-ni | 2. and Kurritum, his wife, |
| 3. ¹ i-dí- ^d la-ga-ma-al | 3. Idi-Lagamal |

- | | |
|---|--|
| 4. ma-ḥar ^d šamaš ú-ul-li-il-šu-nu-ti | 4. before Shamash has cleansed them. |
| 5. a-na ^d taš-me-tum-ma-ti dam-a-ni | 5. To Tashmētum-māti, his wife, |
| 6. a-na ma-ru-tim id-di-iš-šu-nu-ti | 6. into adoption he has given them. |
| 7. a-di ^d taš-me-tum-ma-ti | 7. As long as Tashmētum-māti |
| 8. ba-al-ṭa-at it-ta-na-aš-šu-šú-ma | 8. lives they shall support her; and |
| 9. u ₄ -kur-[šè] mārū ^{meš} i-di ^d la-ga-ma-al | 9. in the future the children of Idi-Lagamal |
| 10. a-na gi-mil-lum ù ku-ri-tum | 10. against Gimillum and Kurri-tum |
| 11. inim-nu-gá-gá-a | 11. shall have no claim. |
| 12. mu ^d uraš ù sa-am-su-i-lu-na lugal-e | 12. By Urash and Samsuiluna the king |
| 13. in-pà-dè-me-ěš | 13. they have sworn. |
| 14. el-lu-x-x-šu-nu | 14. [text unintelligible] |
| 15. šum-ma gi-mil-lum | 15. If Gimillum |
| 16. ù ku-ri-tum dam-a-ni | 16. and Kurritum, his wife, |
| 17. a-na ^d taš-me-tum-ma-ti um-mi-šu-nu | 17. to Tashmētum-māti, their mother |
| 18. ú-ul um-ma-ni iq-ta-bu | 18. 'you are not our mother' say, |
| 19. u-ga-la-bu-šu-nu-ti-ma | 19. they shall cut their [front] hair and |
| 20. a-na kaspim i-na-di-nu-šu-nu-ti | 20. sell them for money. |

From these two examples of release by adoption it is clear that like the adoption of freeborn children, release by adoption was fundamentally a business transaction, a *quid pro quo* proposition. The manumitted slave entered into a sonship (or daughtership) relation to his former master. His obligation toward his 'father' consisted of maintaining him as long as he lived. The relationship terminated with the death of the manumitter.²²¹ As one document succinctly expresses it: 'As long as E, her mother, lives, she [the adopted slave girl] shall support

her; after E, her mother, will have been called away by her god, she shall be cleansed, she shall belong to herself, all her desires she will have attained.²³³ The release of a female slave often occurred simultaneously with her being given into marriage.²³³ In such a case both husband and wife jointly undertook to support the former master;²³⁴ or, if the husband paid the bridal price in full, the obligation of support was thereby terminated, and the release assumed the character of manumission by purchase.²³⁵ If the adopted slave failed to live up to his promise of support, that is, repudiated his 'parents' by saying 'you are not my father,' or 'you are not my mother,' the adoption was cancelled and the freed slave returned to his former status.²³⁶ To judge from several South Babylonian manumission documents, slaves were sometime freed with the obligation to support their manumitters but without entering into a sonship or daughtership relation to them. Instead of the formula 'A is the son of B,' the technical term for release employed in these documents is 'his freedom he has established' (Sumerian: *ama-ar-gi₁-ni in-gar*, Accadian: *andurāršu iškun*). In one document, the freed female slave, as in the case of adoption, took upon herself to support her former master and his wife as long as they lived.²³⁷ In another case, the freed slave took upon himself the obligation to conduct the business of his manumitter jointly with the latter's children.²³⁸ Apparently, the slave was very able and the release was intended to serve him as an incentive to devoted service. In a document from Nippur, a female slave had her 'freedom established' without entering into a daughtership relation to her former master.²³⁹ There are several documents in which slave girls are given into marriage simultaneously with their adoption, but nothing is said either about the support of the 'father' or about the bride price received by him.²⁴⁰ In view of the business character of the Babylonian manumission, however, it is unlikely that these girls were released as an act of generosity on the part of their masters. Most probably the *quid pro quo* was simply omitted in the documents.

The second method of manumission was that of release by purchase. Thus, in one case, a female slave was freed because 'Ishtar-rabiat [the female slave] gave to Dushshuptum [her mistress] ten shekels of silver.'²⁴¹ In another case, a man freed his female slave because she had paid for him his debt consisting of twenty shekels of silver.²⁴² The release in this case was by adoption, but since the girl did not take upon herself the obligation to support her 'father' for the duration of his life, the adoption formula was merely a legal fiction. The difference between these two forms of release, that of adoption and that of purchase, was that in the first case the released slave paid his purchase price in installments for the duration of his master's life, while in the second case the slave paid his full purchase price at once. Hence in the first instance, the released slave, though legally free, still remained in a state of dependency to his former master and became completely free only after the latter's death, while in the second instance the slave severed all connections with his master and became immediately and irrevocably free.

We may now summarize the methods of manumission in Ancient Babylonia. Strictly speaking there were three ways by which a full slave could be freed: (1) a slave-concubine who gave birth to children was freed after the death of her master; (2) a native-born slave who had been sold to a foreign country was freed by the state upon his return to Babylonia; and (3) any slave could be freed by purchase. The purchase transaction could be carried out in two forms, by payment of the whole sum at once or by promise of support of the manumitter for the duration of his life. In the first case the slave's freedom was effective immediately and made irrevocably; in the second case the slave's freedom was revocable the moment he failed to abide by his promise. Officially, the manumitted slave was either adopted or given a document of 'cleansing.'²⁴³ In order to forestall any future action against the manumitted slave, the heirs of the manumitter took an oath by the gods and by the king that they would not raise any claim against

him. To make the release doubly safe, the manumitted slave was sometimes dedicated to a god, that is, he was put under his protection. Thus, a certain Amat-Ishtar was 'cleansed' by her two owners and presented as a gift to Shamash and A-a. Actually, the female slave took upon herself the obligation to support her 'mother' (one of the women who freed her) for the duration of her life and no one was to have any claim on Amat-Ishtar after her mother's death.²⁴⁴ The dedication to a god was merely another safeguard to secure her liberty.

In view of the large number of slave documents from the Chaldean, the Persian, and the Greek periods, it is indeed very surprising that so few of them relate to manumission. We know that some of the slaves in Neo-Babylonia rose to high and influential positions. The question may therefore be asked, why did they not purchase their freedom? The answer to this might be that the owners refused to let them go. The right to grant manumission was entirely in the hands of the owner. The poor slave had no means by which to purchase his freedom, while the rich slave was too valuable as a source of income to be freed even at a high price. In a document dated in the reign of Nabonidus, a slave was freed on condition that he provide food, oil, and clothing for his manumitter. The freed slave, however, refused to abide by the conditions set forth in the contract and as a result was re-enslaved: 'The tablet of release of R [the manumitter] has destroyed and sealed him [i.e. marked him as a slave].'²⁴⁵ In another document, dated in the reign of Cyrus, a woman freed her male slave on the same condition, namely, that he provide her with food, oil, and clothing.²⁴⁶ In both of these cases, as was the usage in Ancient Babylonia, the slave became absolutely free only after the death of his manumitter.

The Late Assyrian documents at our disposal do not contain a single manumission contract. Several texts dealing with release employ the term *paṭāru* 'to release,' but as far as one can judge from the contents they probably relate to slave pledges redeemed by their owners.²⁴⁷ As the editor of these

texts correctly states: "They are too slight to warrant our saying that we have any examples of a slave acquiring his freedom in our documents."²⁴⁸ We do possess, however, one document from the Middle Assyrian period which is definitely a manumission contract. Asuat-Idiglat, a free woman, and Illuma-iriba, the slave of Amurru-nasir, both served in the house of Ashshur-rizuia. Asuat-Idiglat redeemed the slave Illuma-iriba (*ipturašima*) and married him. In gratitude for this act, the freed slave cleared (*uzzakkiši*) his wife from her obligations to Ashshur-rizuia. Asuat-Idiglat and her future children were declared to be citizens (*alaliau*) of the county of Amurru-nasir (the original owner of the freed slave), and they became subject to the county's feudal service but could not be reduced to slavery.²⁴⁹ The gist of the case is as follows: Illuma-iriba, the slave of Amurru-nasir, served as a pledge in the house of Ashshur-rizuia. Asuat-Idiglat, herself serving as a pledge in the same house, managed to get a sum of money with which she ransomed the slave from Ashshur-rizuia and married him. Amurru-nasir, the master of the slave, was not satisfied (the slave was probably pledged for a sum lower than his purchase price), and therefore Asuat-Idiglat and her children had to compensate the owner of the freed slave by taking upon themselves to perform certain duties in Amurru-nasir's feudal service. Judging from this document we are justified in concluding that manumission was known and practiced also in Assyria.

We possess only one document relating to manumission from Ugarit. It tells of a young female slave who was freed by her master and was at the same time given into marriage to a freeman, who paid for her the sum of twenty shekels of silver. Since the husband paid the head-price in full, the female slave was declared free forever (*a-na da-ri-it-ti*), without having to undertake any further obligations toward her former master. On the basis of this document we may assume that the practice of manumission in Ugarit in the middle of the second millennium B.C. paralleled that of Ancient Baby-

lonia. The difference between the two practices is to be found in the symbolical act of release. While in Ancient Babylonia the slave's forehead was 'cleansed' or his face turned to the rising sun, the Ugaritic custom probably was to pour oil on his head.²⁵⁰

According to the Biblical slave legislations there were five ways by which a Hebrew slave could obtain his freedom. These were: (1) a defaulting debtor was to be freed in the seventh year (Ex. 21, Dt. 15); (2) he who had sold himself into slavery was to be released in the year of the jubilee (according to Lev. 25); (3) a freeborn girl who had been sold by her father on condition that her master marry her or give her into marriage to one of his sons must be freed if the master should refuse to live up to the conditions of the sale (Ex. 21:7-11);²⁵¹ (4) by purchase (Lev. 25:47ff.); and (5) by injury (Ex. 21:26-7). The law of Exodus 21:2-4 reads:

If you buy a Hebrew slave, six years he shall serve, and in the seventh he shall go free for nothing. If he came in single, he shall go out single; if he was married, his wife shall go out with him. If his master gives him a wife, and she bears him sons or daughters, the wife with her children shall belong to her master, and he shall go out alone.

This law has its parallel in paragraph 117 of the Hammurabi Code, which reads: 'If a man be in debt and sell his wife, his son or his daughter, or bind them over to service, for three years they shall work in the house of their purchaser or creditor; in the fourth year they shall be given their freedom.' It is obvious that, like the earlier Babylonian counterpart, the subject of the Biblical law was not the common Hebrew slave but the Hebrew defaulting debtor. Like Hammurabi in his time, the Hebrew lawgivers realized the disastrous effects of a policy that, if unchecked, would finally lead to the enslavement of large numbers of freeborn people, and hence they tried by this law to stem the power of the ruthless creditors. Whether this law of release was more successful in Palestine than its coun-

terpart was in Babylonia is hard to say, in view of the lack of private documents and court records. Jeremiah and Nehemiah eloquently prove that the law of release of Hebrew defaulting debtors, at least in their time, was not enforced. Thus Jeremiah:

The word that came to Jeremiah from the Lord, after king Zedekiah had made a covenant with all the people that were in Jerusalem to proclaim liberty unto them; that each of them should liberate his Hebrew male and female slaves, so that none should hold his fellow-Jew in slavery. And all the princes and the people . . . had obeyed the covenant and liberated them. But afterward they turned round and brought back the male and female slaves that they had liberated, and reduced them once again to slavery. Then the word of the Lord came to Jeremiah, saying, thus says the Lord, the God of Israel: 'On the day that I brought your fathers out of the land of Egypt, out of the house of slavery, I made a covenant with them, saying, at the end of seven years you shall liberate each one his fellow-Hebrew who has been sold to you, and has served for six years—you shall let him go free from you; but your fathers neither listened nor inclined their ears to me. Just now you turned round, and did what was right in my sight in proclaiming liberty to one another, and entering into a covenant before me in the house which is called by my name. But you have again turned round and dishonored my name by bringing back the male and female slaves you had liberated, and reducing them again into slavery.'²²³

And Nehemiah:

There were those who said, 'We are giving our sons and our daughters in pledge to secure grain that we may eat and live.' And there were also those who said, 'We are giving our fields, our vineyards, and our houses in pledge that we may secure grain because of the famine.' Again, there were also those who said, 'We have borrowed money for the king's tribute and that upon our fields and vineyards. Now, our flesh is as the flesh of our kinsmen,

our children are as their children; but we are bringing our sons and our daughters into slavery, and some of our daughters are already enslaved; neither is it in our power to help it, for others possess our fields and our vineyards.'²⁵³

Jeremiah refers directly to the law of release of Exodus. Nehemiah does not. He bases his plea on national-religious ground. Both are clear examples, one from the sixth century and the other from the fifth, that the law of release of Hebrew debtors was not enforced in practice.

The law of Exodus 21:7-11 has already been discussed in the paragraph 'Sale of Minors,' where it has been compared with the Nuzian practice of selling young girls by their parents on condition that they be given in marriage to freemen or slaves. Strictly speaking, this law, as handed down to us, does not deal with slavery proper, for the sold girl is destined to marry either her master or his son, and the children born of such a marriage were free. Hence her release, in case of breach of contract, cannot be compared with that of the defaulting debtor or of a slave proper. The law contemplates a brideship transaction. The master, by refusing to marry her himself or give her in marriage to one of his sons, commits a breach of contract and is therefore penalized by having her go free without compensation.

The law of Exodus 21:26-7 presents considerable difficulties. The law reads:

If a man smites the eye of his male or female slave, and destroys it, he shall let him go free for his eye's sake; if he knocks out a tooth of his male or female slave, he shall let him go free for his tooth's sake.

The meaning of the law is, of course, quite clear. The loss of limb, as a result of beatings administered by the master, is considered sufficient ground for meriting release from slavery. The difficulty arises when we ask who was the beneficiary of this law. Unlike the law of Exodus 21:2-4, which employs the adjective 'Hebrew' ('*ebed 'ibri* 'Hebrew slave'), the law of

Exodus 21:26-7 uses only the absolute *'ebed* 'slave.' This distinction between Hebrew slave and slave is interpreted in the Talmud to mean that this law applied only to Canaanite slaves.²⁵⁴ This view of the Talmud has been challenged by some scholars on the ground that it is logically absurd.²⁵⁵ For indeed, if the law of Exodus 21:26-7 be applicable to non-Hebrew slaves only, it would mean that when a master deliberately destroys an eye or breaks a tooth of his Hebrew slave the deed goes unpunished, while when the same act is perpetrated upon a non-Hebrew slave he is to be granted his freedom as a compensation for his loss of limb. It seems then that the only plausible interpretation of this contradiction in the law would be to assume that the law of vv. 26-7 applies to the Hebrew defaulting debtor,²⁵⁶ who, from the point of view of the law, was not a slave but merely a debtor temporarily in the service of his creditor. When such a debtor-slave was permanently injured by his creditor-master, the loss of limb was considered equivalent to the amount of the debt and hence he was to be released.

The Deuteronomic slave legislation (Dt. 15:12-14, 18), which follows closely that of the Book of the Covenant (Ex. 21:2-6), reads:

If a brother of yours, a Hebrew man or a Hebrew woman, is sold to you, he is to serve you six years, and in the seventh year you shall let him go free from you. And when you let him go free from you, you must not send him away empty-handed; you shall provision him liberally out of your flock, of your threshing-floor, and of your wine-press, supplying him as the Lord your God has blessed you. It shall not seem hard to you when you let him go free from you; for he has worked six years for you, double the cost of a hired laborer.

The choice of the terms 'your Hebrew brother or sister' and the emphasis 'for he has worked six years, double the cost of a hired laborer,' make it even clearer than did the law of Exodus that the subject of the law of release in both codes is

the Hebrew defaulting debtor. It will be remembered that the Hammurabi Code set three years as the limit for working off one's debts. The Deuteronomic law giver was aware of that law and he therefore emphasized the fact that in Palestine the defaulting debtor served double the time, 'six years.'²⁸⁷ It should further be noticed that although this law rests squarely on the earlier release law of Exodus, it contains a new phase that reflects the changes that had taken place in the economic life of the country. Not only men but also women are now being sold or given in pledge for debts. The new law, therefore, demands that the provision of release be equally applied to both men and women.

The Levitical slave legislation has, as has already been pointed out in Chapter I, no connection with those of Exodus and Deuteronomy. The subject of the latter legislations is the defaulting debtor, while the subject of the Levitical law is the poor Hebrew who sold himself into perpetual slavery either to a fellow-Hebrew or to a stranger. The laws of Leviticus 25 :39-42, 47-54 read :

If a fellow-countryman of yours under obligation to you becomes poor, and he sells himself to you, you must not make him serve as a slave. He shall have the status of a hired laborer or a sojourner with you, working for you until the year of the jubilee, when he shall be released from your service, along with his children and return to his own family, and return to his ancestral property; because they are my slaves, whom I brought out of the land of Egypt, they must not be sold into perpetual slavery.

If an alien or a sojourner under you becomes rich, and a brother of yours under obligation to him becomes poor, and sells himself to an alien or sojourner under you, or to a member of the alien's family, even after he has sold himself, the right of redemption shall hold for him; one of his brothers may redeem him, or his uncle or his uncle's son may redeem him, or any of his near rela-

tives belonging to his family may redeem him; or if he becomes rich enough, he may redeem himself. He shall reckon with his purchaser from the year that he sold himself to him down to the year of the jubilee, and the price for his release shall be based on the number of years; he is to have the status of a hired laborer with him. If there are still many years to run, he must refund as redemption for himself a proportionate amount of his purchase price. If there are only a few years left until the year of the jubilee, he must make a reckoning with him, refunding as redemption for himself an amount proportionate to the years left him. As a yearly hired laborer shall he be with him; and the other shall not rule with rigour over him in your sight. If he is not redeemed in any of these ways, he shall go free at the year of the jubilee, along with his children.

A new element, hitherto disregarded in the Ancient Near East, is now introduced in this law: the nationality of the slave and that of his master. First, a distinction is made between a Hebrew and a non-Hebrew master. If a Hebrew sells himself to a fellow-Hebrew he must serve him (if the master insists) till the year of the jubilee. But, if the master is an alien, he must release his Hebrew slave whenever the latter is financially able to purchase his freedom. The Hammurabi Code does not distinguish between a native and a foreign master, and it does not concede the right of redemption to the slave. The right of manumission is left entirely in the hands of the owner. Secondly, the law prohibits the perpetual enslavement of a compatriot by insisting that every Hebrew must be freed in the year of the jubilee: 'They are my slaves . . . they must not be sold into perpetual slavery.' This represents a marked divergence from the earlier laws of Exodus 21:5-6 and of Deuteronomy 15:16-17, which provide that a former debtor-slave who voluntarily chooses to remain in slavery shall remain a slave forever.²⁵⁸ Was the law of the jubilee ever enforced? The sages of the Talmud were very much in doubt about it.²⁵⁹ The Levitical law of release of the Hebrew slaves

formed an integral part of a great land-reform utopia, wherein the ancestral land was declared to be inviolable and unsellable, and if sold or pledged had to revert to its original owner in the year of the jubilee. It would have been highly inconsistent with its own high ideal if the law had demanded the return of the land while leaving its rightful owners in servitude. Hence, both the land and its former possessors were to be freed at the same time.

III. The Economic Role of Slavery

1. STATE SLAVERY

FROM TIME IMMEMORIAL it was the fate of those who were spared on the battlefield to be reduced to slavery. Inscriptions from Accad report that soldiers taken captive in battle were brought together with the material booty to the victorious cities by the conquering kings.¹ These war captives were reduced to the status of slaves and became the property of the king, i.e. state slaves. It was these enslaved war prisoners who, with the assistance of *corvée* gangs and hired free laborers, constructed roads, dug canals, erected fortresses, built temples, tilled the crown lands, and worked in the royal factories connected with the palace. They labored under the supervision of overseers and were housed in special barracks; and their names, ages, and land of origin were duly recorded in slave registers.² Among the tasks assigned to these inmates were activities in the weaving,³ brewing,⁴ and general work⁵ departments of the palace. In the Hammurabi period the duties of the *nāgīrum* (a police official) included also the supervision of the state slaves.⁶ This policy of enslaving war captives, though by no means enforced indiscriminately, was continued in the Neo-Babylonian empire. Nebuchadnezzar tells us, in his building inscriptions, about war prisoners 'from the upper sea to the lower sea' whom he had compelled to bear the yoke of slavery and to perform service in the building of temples in Babylon.⁷

The Assyrian policy toward war prisoners was the same as that of Babylonia. In exceptional cases whole corps of war prisoners were incorporated into the Assyrian army. As a rule, however, they were dragged to Assyria and forced to perform menial tasks as state slaves: 'At that time, with the

[labor] of enemy peoples my hand has captured, I [Sargon] built a city at the foot of Mount Musri above Nineveh . . . and called its name Dūr Sharrukīn."⁹ Sennacherib tells us that "The people of Chaldea, the Aramaeans, the Mannai, [the people of] Kue and Hilakku who had not submitted to my yoke, I snatched away [from their land], and made them carry the basket and mould bricks. I cut down the reed marshes that are in Chaldea and had the men of the foe whom my hand had conquered drag the mighty reeds for the completion of its work."¹⁰ While the official chronicles of the Assyrian wars are couched in stereotyped form, the state correspondence between the palace and the high administrative officials is more personal and detailed and therefore affords a deeper insight into the fate of the state slaves and their offspring than the generalities of the royal inscriptions. In one letter addressed to Sargon, an official writes that he is ready to start the repairs on the palace in the city of Ēkallāte with the help of the king's purchased slaves and palace slaves. He writes that he had just completed a list of these slaves and 'let them perform the work of the king.'¹¹ That the government kept a strict record of its several classes of slaves is clear from the document cited above.¹² It also kept a record of those who had been sold to private citizens, enumerating even infants:

In regard to the people of Hazānu, of whom the king my lord has written, I have just assembled them. According to their names I have written them down [and] forwarded [the lists] to the king my lord [as follows]: U, N his brother, one infant, two women, a total of five; . . . a total of five; . . . a total of three; . . . a [grand] total of thirty-five souls. Five of their number are wanting. Three were sold at Babylon for money. They sold four in the house of Iluiada'. . . ."¹³

The fate of the war captives in the hands of the Assyrian conquerors is succinctly expressed in one passage of a letter addressed to a high official: 'Eleven hundred and nineteen able-bodied soldiers,—five thousand persons altogether [in-

cluding their families],—were entrusted to the palace guard, all those [fated] to die among them are dead and all those that could [manage to] survive are living.”¹³

The evidence from Nuzi shows that the institution of state slavery played an important economic role in this community. A number of official receipts from the old Accadian period record the disbursements of barley and other food rations to the *eri(d) lugal* ‘slaves of the king.’¹⁴ In later times these state slaves (*ardē ēkalli*)¹⁵ were distributed in small groups among the various cities. They are often called *nīš bīti* of the city of so-and-so.¹⁶ The Neo-Babylonian and the Old Testament terms *nīšē bīti* and *’anšē bayit*, which include both house-born and purchased slaves,¹⁷ are usually translated ‘domestics.’ In the Nuzi documents, however, the *nīš bīti* (literally ‘people of the house’) were not the property of private individuals but were attached to whole communities and thus the Nuzian term would be best translated by communal slaves. The institution of municipal slavery was not an innovation of the Nuzians. It was in existence in Babylonia long before the fourteenth century B.C. In one document, dated in the reign of Hammurabi, ten Elamite war captives were presented to the city of Babylon.¹⁸ In Late Assyria, the presentation of war captives to various cities seems to have been a common practice: ‘The people and spoil of Elam, which at the command of Assur I [Ashurbanipal] had carried off, the choicest I presented unto my gods. . . . The rest I divided like sheep among the chief cities, the abodes of the great gods, [among] my officials, my nobles, the whole of my camp.’¹⁹ After great victories, the Assyrian kings became so magnanimous that they presented part of their spoil to the populace. At the conclusion of the war against the Arabs, Ashurbanipal prided himself that he had apportioned men and women, asses and camels, and cattle and sheep even to the most humble of his subjects.²⁰ The small city-states of Syria and Palestine also had their state slaves. Amenophis of Egypt asked Rewashsha, prince of Taanach, to send to Megiddo some of his war captives, most certainly to

perform some public or military tasks.²¹ The king of Carchemish had such a great supply of them that after his successful war against Ugarit he sold some of the Ugaritic captives to private slave dealers.²² In the El-Amarna period, Syrian and Palestinian 'kings' sent large numbers of slaves and war captives (*asīrū*) as gifts to their Egyptian overlords. These were unquestionably state slaves who were at the disposal of the local princes.²³

The existence of state slavery in Israelitic Palestine was brilliantly demonstrated in the recent epochal explorations by Glueck in the 'Arabah. In a report of his findings he said:

The idea previously expressed as a result of the first two seasons of excavations, and based also partly on literary evidence, that the smelter and foundries and factories at Ezion-Geber:Elat were manned by slave labor, was further supported as a result of the finds and experiences of the work of the third season. The fumes and smoke of the smelter-refinery alone, coupled with the severity of the natural conditions, would have made life there intolerable to the freeborn and impossible for slaves. The welfare of the latter, however, would hardly have been taken into consideration. The rate of mortality among the slaves must have been terrific.²⁴

Who were these slaves who manned the foundries and factories at Ezion-Geber:Elat? The answer that suggests itself is, of course, that they were partly freeborn Canaanites and Edomites who had been reduced to slavery, and whom David and Solomon employed in the mines.²⁵ In other words, they were the king's slaves, or more precisely, state slaves. Of the three main classes of slavery existing in Palestine in the Biblical period, namely, domestic slavery, temple slavery, and state slavery,²⁶ the last of the three was the latest to develop. This is quite understandable, for the institution of state slavery presupposes the existence of a state and the maintenance of extensive crown properties where slaves could be profitably employed. In the El-Amarna period the city-states were

well organized, the local princes had their crown lands, and state slavery was in existence. After the collapse of the Egyptian rule in Palestine and during the subsequent period of the 'Judges,' there was no centralized power in the country, and as a result both the *corvée* and state slavery were nonexistent in Israel. With the emergence, however, of a new centralized power under David and Solomon, the *corvée* and state slavery were re-established. The main source whence the state slaves were recruited was again, as it had been before, captives of war. Some of the captives were, in accordance with the usage of the time, presented to the temple as the victorious deity's share of the booty;²⁷ some were, again in conformity with the practice in the Near East, distributed as gifts to high officials of the army.²⁸ The bulk of the captives, however, fell as share to the king, i.e. to the state. Some of the latter were employed in public works as auxiliaries to the *corvée*,²⁹ as agricultural workers on the crown lands,³⁰ while others were sold³¹ or leased by the king to various individuals.³²

Though the institution of state slavery was reintroduced after the initial victories of David, it became an important economic factor in Palestine only after the conquest of the 'Arabah. It is a known fact that slave labor (excepting house slaves) is highly unprofitable unless employed on a large scale in non-technical production. The slave has neither the will nor the skill to operate with delicate techniques and expensive tools. The natural field for the exploitation of slave labor is, therefore, on large latifundia and especially in mining industries where rough tools are used, where skill is not required, and where human beings can be wasted to an appalling degree without causing great loss to the employer. The metallurgical industry in the 'Arabah presented just such an ideal field for the exploitation of slave labor. David, Solomon, and the kings who ruled this region after them put the state slaves to work in the mines and utilized both to advantage.

That the institution of state slavery existed in Palestine from the days of David down to the period of Nehemiah and

Ezra is attested by two technical terms preserved in the Old Testament designating this branch of slavery, namely, *mas* 'ôbêd and 'abde šelômô. The terms *mas* and *mas* 'ôbêd do not, as commonly supposed, express a common idea, that of 'tribute' or 'forced labor.' An examination of the twenty-two passages in which these terms are used³³ will show that they are not interchangeable but represent three distinct branches of one institution whose economic value was deemed so important that high officials (NN. 'al ham-mas) were appointed to supervise its activities and income.³⁴ The term *mas* is employed in a threefold sense: (1) when used in reference to conquered nations, particularly to Canaanites, it means 'payment of tribute';³⁵ (2) when used in reference to Israelites it means 'corvée';³⁶ and (3) *mas* 'ôbêd means 'total slavery.' The term *mas* 'ôbêd is found three times: Genesis 49:15, Joshua 16:10, and I Kings 9:21.³⁷ Disregarding the 'ôbêd in Genesis 49:15 as a poetical exaggeration of Issacher's fate, and the 'ôbêd after *mas* in Joshua 16:10 as inconsistent with the numerous statements dealing with the same subject that use only *mas*,³⁸ the term *mas* 'ôbêd in I Kings 9:21 leaves no doubt of its real meaning: The Canaanites were reduced by Solomon to *mas* 'ôbêd 'state slavery,' in contradistinction to the Israelites, whom he did not reduce to the status of 'abādîm 'slaves' (I Kings 9:22, II Chron. 8:9), but merely made them subject to the *mas* 'corvée' (I Kings 5:27). This harsh treatment meted out to both Israelites and Canaanites was a result of the economic development of the country under David and Solomon. Expansion of international trade (a monopoly of the king) and the mining industries brought new wealth into the hands of the rulers. It was this wealth that enabled Solomon to finance his extensive building activities. The mining industries and the building activities, however, could be carried out successfully only on the basis of unpaid labor: otherwise the first would have yielded too small a profit, and the latter would have proved too costly. Solomon solved the problem of securing both high profits from the mines and low costs

of construction by imposing the *corvée* on the Israelites and by reducing the tribute-paying Canaanites and Edomites to state slavery. Since the new class of state slaves was officially created by Solomon, they were appropriately called 'abdē šelômô 'Solomon's slaves,'³⁸ i.e. king's slaves. Once formed, this class of state slaves remained in existence, varying of course in number and economic importance, until the end of the Judæan kingdom. Under the new ecclesiastical order established by Nehemiah and Ezra, the *benê 'abdē šelômô*,³⁹ consisting of the descendants of the enslaved Canaanites to whom in course of time other foreigners were added, were merged with the *netînîm*, the temple slaves. The end of independent statehood marked also the end of state slavery.

In addition to its own slaves, recruited mainly from war prisoners, the state also forced privately owned slaves to serve in the *corvée*. Whether the *corvée* duties laid upon the shoulders of the unfree population preceded the general *corvée*, which was obligatory upon the freeborn population, or vice versa is hard to say. We judge from the evidence at our disposal that the general *corvée* must have preceded the slave *corvée*, because in no other way could the small Babylonian city-states maintain their irrigation systems—the lifeblood of their prosperity—construct roads, erect the city walls, and build temples. At the dawn of history, these public works were unquestionably performed willingly by the whole community under the supervision of the city-head, the *ensi*; but with the growth of the city and its accumulated wealth, which in turn resulted in the formation of several economic and social classes, the general participation of the citizenry in public works became 'forced labor,' obligatory only on certain classes of the freeborn while others were exempt from it.⁴⁰ Since the object of the *corvée* (*tupšikku*, *dullu*) was to mobilize the available manpower of the community for public works, privately owned slaves were of course subject to it as were the freeborn inhabitants. But while some of the freeborn classes were exempt, the burden of the *corvée* lay heavily upon the

slaves. Like the census of the free population that served primarily for purposes of military service and taxation, so the slave registers,⁴² kept in the palace and in the offices of the local magistrates, served for purposes of the *corvée*. In Neo-Babylonia, particularly in the Persian and in the Greek periods, the slave-sale documents contain a number of clauses in which the seller guarantees to the purchaser that the slave sold has already performed his *corvée* duty and is free from any government claim upon his service. These guaranties consist of *arad šarrūtu* (fem. *amat šarrūtu*) 'king's service,' which included not only public works but also service in the royal factories, particularly in the weaving establishments and on the crown lands; *širqūtu* 'temple service'; *bīt sīsī* 'stable service'; *bīt narkabtī*, 'chariot service'; *bīt kussī* 'throne service'; and the still obscure terms *šušānūtu*, *bīt paš-šūri*, and *kizazūtu*.⁴³ The duration of the forced-labor period imposed by the state upon the slave is nowhere stated. From the food-ration lists of the time of Urukagina, Anna Schneider concludes that the *corvée* period of the freeborn people lasted four months each year.⁴⁴ The *corvée* raised by Solomon to procure timber from the Lebanon also lasted four months each year.⁴⁵ But this was certainly not the case in regard to the duration of the slave *corvée* in Later Babylonia. In many documents of this period the guaranty clause states that the seller takes upon himself the responsibility for the slave's liability to the *corvée ana ūmi šati* 'for ever.'⁴⁶ This is a clear indication that, at least in Later Babylonia, the slave could serve his *corvée* duty in one stretch of time.

2. TEMPLE SLAVERY

At the dawn of history the Babylonian temple, with the vast wealth at its disposal, already constituted the richest agricultural, industrial, commercial, and financial single unit within the community. It was a well-organized and efficiently run corporation controlling in its hand extensive tracts of land, enormous quantities of raw material, large flocks of

cattle and sheep, sizable amounts of precious metal, and a large number of slaves. In short: the Babylonian temple, in the Sumerian as well as in the later Semitic period, was the largest landowner, the greatest industrialist, the richest banker, and the biggest slaveholder in every city of the country. Its landholdings, which included in addition to the temple precinct large tracts of land outside of it, were divided into two categories. One was cultivated for its own consumption by the temple slaves and the lower classes of the free temple personnel, and the other was parcelled out to freeborn tenant-farmers, who received from the temple store-house seed, animals, and implements for seasonal needs. Its own raw material and that received in the form of tithes, dues, gifts, etcetera, were converted into finished goods in the temple factories manned by free and slave laborers. These commodities were partly consumed by the temple household and partly sold in the open market. The accumulated precious metal was used as a means of exchange in intercommunal and international commerce and for loans on interest to private individuals. Thus, the temple corporation was in a position not only to produce for its own consumption, but also to invade the market as a dealer in agricultural products, as a manufacturer of finished goods, and particularly as a money lender." What has been said about the wealth and economic power of the Ancient Babylonian temple was also true, though to a lesser degree, of the Neo-Babylonian,⁴⁴ Assyrian,⁴⁵ Syrian, and Palestinian temples. Our sources for the latter two countries are scanty, yet the few references in the available documents show that the temples there played the same role as did those of Ancient Babylonia. The temple in Ugarit, which was a great port and commercial city, also took part in international commerce and served partly as a trading house. In one poem we read: 'Call a caravan into the sanctuary, a trading company into thy temples.'⁴⁶ In a letter sent to the Egyptian king in the El-Amarna period by Rib-Addi of Gubla (Syria), we find the following reference to its temples: 'For there is a great deal of silver and gold in

it [i.e. Gubla] and in the house of its gods there is everything in great quantity."⁵¹ We have many references to the temple treasury in the Old Testament (*'ôserôt beyt Yahweh*),⁵² and though Palestine was in comparison with Babylonia and Assyria a poor country, lacking great industries and international commerce, its temples possessed, none the less, great wealth⁵³ and hence must have exercised a weighty economic influence in the country.

Temple slaves were recruited from two main sources: prisoners of war and dedications by individuals. Included among the various war trophies the successful king presented to his deity as the god's share in the victory over the common enemy were also war captives. Rimush, the successor of Sargon of Accad, presented to Enlil after his subjugation of Elam and Barakshi 30 minas of gold, 3,600 minas of copper, and 6 male and female slaves.⁵⁴ Puzur-Shushinak, the *ensi* of Susa, presented to his god Shushinak, among other things, emblems of silver and gold, one long dagger, one large hatchet, and prisoners upon prisoners.⁵⁵ A document dated in the reign of Ur-Nesu, *ensi* of Umma, records the presentation of 172 male and female slaves, part of the spoils of a war, to the temple of Shara at Shariphumma.⁵⁶ In the Hammurabi period king Rim-Anum dedicated one of his war captives to the temple of Rammanum.⁵⁷ This practice of presenting war captives to temples prevailed throughout the long history of Babylonia. The pious Nabonidus presented at one time 2,850 war prisoners to the temples of Bel, Nabu, and Nergal.⁵⁸ The Assyrian temples profited prodigiously from the many successful wars conducted by the Late Assyrian kings. Large numbers of captives were usually donated by them after each victorious war.⁵⁹ The Nuzian temples possessed large numbers of slaves. One document mentions as many as 224 temple slaves of the city of Tursha.⁶⁰ The sanctuaries of Palestine, like the temples of Mesopotamia, also shared in the war booty. After the successful campaign against the Midianites, Moses is reported to have taken one of every five hundred, or one of every fifty

prisoners and to have presented them as a gift to the temple.⁶⁴ Joshua made the Gibeonites 'hewers of wood and drawers of water' in the sanctuary.⁶⁵ Among the *netînîm* who returned from the Babylonian exile were the descendants of the temple slaves whom David and the princes had given to the Levites,⁶⁶ and the offspring of the state slaves of Solomon.⁶⁷ The war records of David mention only that gold and silver were presented to the temple as the deity's share in the booty.⁶⁸ It may, however, be assumed, from the war records of Moses and Joshua, from the complaint by Ezekiel that uncircumcised foreigners served in the temple⁶⁹ and from the fact that the *netînîm* were regarded as the descendants of slaves whom David had dedicated to the temple, that among the booty presented by David to the sanctuary were also war captives.⁷⁰

Kings, high officials of state, and private individuals often dedicated slaves to the temple in the hope of securing thereby favors from the gods. Amattar-sirsirra, daughter of Urukagina, *ensi* of Lagash, dedicated to the god Mesandu eight male and three female slaves 'for the preservation of her life.'⁷¹ Manishtusu, third ruler of the dynasty of Accad, showed his devotion to the deity Narudi by dedicating one of his slaves to her temple,⁷² as did Eannatum, *ensi* of Lagash, before him.⁷³ The task the dedicated slave was to perform is often stated: *ana kisallûtîm iddin* 'for the cleansing of the temple yard [the slave]he gave.'⁷⁴ Records of dedications of slaves and freeborn minors to temples are more numerous in the Neo-Babylonian period. A partly mutilated and undated document tells of twenty-eight persons whom their fathers had dedicated to the temple slave order of the *širqûtu* of Erech.⁷⁵ One by the name of Ardia dedicated his slave to the *širqûtu* order of Erech.⁷⁶ The prince Ninurta-ah-iddin presented five male slaves to the temple of Ishtar.⁷⁷ Often a man would dedicate his slave to a temple with the provision that the term of actual service should begin after his death. Thus Nabu-ahhe-bullit and his wife Bultha dedicated 'of their own free will' their slave Ah-iddin to the temple of Ishtar 'for the preservation of their

lives,' but specified that the term of service should begin only 'when they will have gone to their fate.'⁷⁵ During the Seleucid era a Greek, Nikanor son of Demokrate, dedicated to the house of the gods of Erech his five-year-old slave girl Arahuna.⁷⁶ The practice of dedicating slaves to temples must have been as popular in Assyria as it was in neighboring Babylonia. In a document from Late Assyria it is recorded that four persons dedicated one slave to the temple of Ninurta.⁷⁷ ⁷⁸

A third source of recruits for temple slavery was the dedication of freeborn children. Orphans who had no one to care for them and poor children whose parents could not support them were sometimes dedicated to a sanctuary as slaves. In a document dated in the First Dynasty of Babylon, a temple slave (*warad ēkallim*), who had been sent when still a child to serve in the temple, demanded his release on the ground of a document he had found in the temple archives recording the fact that his father had been an officer of the state and possessed land property.⁷⁹ The meaning of this document is not certain. The fact that the slave himself investigated and found in the records that his father once possessed land can only mean that when his father died other people ejected him from his possessions and, being fatherless and homeless, he was sent by the city authorities to the temple or palace as a slave. He now demanded his freedom. It is, of course, hazardous to build a theory on the basis of one (partly mutilated) document, but a fully reported and extremely interesting document from the reign of the Neo-Babylonian king Nabonidus seems to support this interpretation. This was the case of a widow who in a time of famine saved her two children by dedicating them as slaves to a temple.⁸⁰

About the organization of the Ancient Babylonian temple slaves we know very little. The many temple documents that have come down to us tell only of food rations given to slaves employed in the temple lands, fisheries, weaving establishments, et cetera. We are much better informed about them, however, in the Neo-Babylonian period. The order of the *šir-*

qūtu of the temple of Ishtar in Erech is admirably discussed in Dougherty's monograph.⁸¹ The *širqūtu* order comprised two classes, free persons and slaves. The distinguishing mark of the latter was a star, the symbol of Ishtar, branded or tattooed on the wrist of both the male and the female members.⁸² When no work could be found for them in the temple, the corporation leased them to private individuals. Sometimes the city authorities or the palace would lay claim to their service, and they performed various state tasks.⁸³ They were housed in special quarters and were supervised in their work by a 'head' *širqu*.⁸⁴ A *širqu* could marry a free person who was not a member of the order, but the children born of such a marriage, irrespective of whether the father or the mother was a *širqu*, legally belonged to the temple and were considered members of the order.⁸⁵ The *širqu* were in fact a hereditary caste of slaves. Slaves in Babylonia—no matter whence they originally came, whether they were prisoners of war, defaulting debtors, or even born into slavery—could escape from their status and free themselves from chattelhood by three means: they could buy their freedom with their peculium; they could be ransomed by their kin; or they could be adopted by their master. These avenues were closed to the temple slaves. The caste character of the temple slaves was especially emphasized in the case of children born of a marriage between a *širqu* and a free woman, or between a female *širqu* and a free man. According to the Hammurabi Code children born of a union between a free woman and a slave, or between a freeman and his female slave, were free.⁸⁶ These laws did not apply to the children of the *širqūtu* slaves of either sex. Even the third generation of a *širqu* who had married a free woman was claimed by the temple as its legal property.⁸⁷ The treatment accorded to the temple slaves was, by the very nature of the temple organization, more severe and exacting than that accorded to their brothers owned by private persons. The number of slaves in a private household or in a private manufacturing establishment was small, and as a result

master and slave worked shoulder to shoulder, and the latter was often treated as a member of the family. A different situation prevailed in the temple. The slaves were housed in separate quarters, divided into gangs, and went out to perform their arduous tasks under the strict supervision of overseers. Their movements were under rigorous control, and infringements of any kind were severely punished.⁵⁵ The mistreatment of the temple slaves is reflected in the very large number of fugitives from their ranks.⁵⁶

The Palestinian temple slaves, the *netînim*, are first mentioned in the postexilic period when they returned to Palestine from Babylonia with Zerubbabel and Ezra.⁵⁷ Their origin is traced back to Moses, Joshua, and David, who had donated them to the temple service.⁵⁸ The contention that the Palestinian temple slaves were all of foreign origin seems untenable, although supported by Biblical⁵⁹ and Talmudic references.⁶⁰ It is true that the Mesopotamian temple slaves were recruited primarily from prisoners of war, but also natives, slaves and freeborn persons, were often donated to the temples. This practice may also have been in vogue in Palestine. The dedication of young Samuel to the sanctuary of Shilo⁶¹ and the reference in Isaiah 44:5 to people, 'who inscribe their hands to Yahweh' (i.e. tattoo their wrists with the name of Yahweh as a symbol of consecration), prove that the custom of dedicating freeborn persons to sanctuaries was known and practiced also in Palestine. It may therefore be assumed that Hebrew slaves as well as Hebrew freeborn persons were consecrated in like manner. Dougherty, in his above-mentioned monograph,⁶² calls attention to the remarkable similarity in function and in legal status between the Neo-Babylonian *širqûtu* order and the Biblical *netînim*. Like their counterpart in Babylonia, the *netînim* were housed in separate quarters and worked under the direction of overseers.⁶³ They could marry outside their class, but the children born of such a marriage, even though the mother was free, were regarded as *netînim* and were claimed by the temple as slaves.⁶⁴ Thus like the *širqu*

in Neo-Babylonia, the *netinim* in Palestine constituted a hereditary caste of temple slaves.

While the number of slaves in the Babylonian temples was very large, their importance in the temple economy must not be overestimated. In its two main branches of activity, agriculture and industry, the temple employed mostly freeborn people and not slaves. The lands were cultivated by freeborn tenants, and freeborn artisans worked in the shops. The slaves were employed in gardens, in fields, on threshing floors, in breweries, in bakeries, and in all sorts of menial work.⁹⁹ Very few, and these mostly women, were engaged in the semi-skilled weaving industry.¹⁰⁰ In the Neo-Babylonian period the number of skilled slaves in private ownership increased considerably over that of the earlier periods, and we find a parallel shift in the temples. As before, the great majority of the temple slaves were employed in manual tasks, but some, who either were skilled artisans before entering the temple or were taught a trade there, were engaged in trades. We find among them bakers,¹⁰⁰ fowlers,¹⁰¹ goldsmiths,¹⁰² and weavers.¹⁰³ From one document dated in the reign of Cyrus, we learn that a man and his wife gave their young slave to a master dyer for six years to learn the trade, after which time he was to be presented as a gift to the temple of Shamash.¹⁰⁴

3. SLAVES IN AGRICULTURE

Unlike Egypt where the land, theoretically at least, belonged to the crown, private and at certain periods communal ownership of land was the rule in the Sumero-Semitic countries of the Ancient Near East. The famous case of the Israelite farmer Naboth, who chose to die rather than sell his ancestral land property to King Ahab, was indicative of the attitude of all the peasantry in the Ancient Near East. So deep-rooted and so integral a part of the economic and social fabric of these peoples was private ownership of land, that even the mighty and all powerful Oriental kings could not override it with impunity. Sumerian kings, when they wished

to enlarge their private landholdings, purchased the required land from its rightful individual or communal owner. This was done by Eannatum,¹⁰⁵ *ensi* of Lagash, and by King Manishtusu of the mighty dynasty of Accad.¹⁰⁶ Sargon II of Assyria tells us in one of his inscriptions that he had bought the land for his new capital at Dūr Sharrukīn from its owners and paid them for it with money. Those who had refused payment received land in near-by territory in exchange.¹⁰⁷ Private ownership of land in Nuzi in the Hurrian period was so fully established that the sale of real estate was virtually forbidden by law. This law, promulgated to safeguard the ancestral property of the small farmers, was, however, violated by the big landowners by the ingenious device of 'adoption.' The defaulting debtor or seller 'adopted' the creditor, or purchaser, as his 'son' and handed over to him the land as his inheritance.¹⁰⁸ Our main sources for the study of the economic and social conditions of Palestine and Syria in the Middle Bronze Age are the stories of the patriarchs preserved in the Book of Genesis and the El-Amarna letters. These sources show clearly that private ownership of land was the prevailing mode of the period. Abraham bought a parcel of land from the Hebronite Efron. The land purchased was carefully delineated, its borders were marked, and the trees on it were numbered. The transaction was carried out 'at the gate of the city' and in the presence of witnesses who signed the deed.¹⁰⁹ The legal terminology employed in the wording of the contract leaves no doubt that the recorded sale was no exception and that private ownership of land and the right to dispose of it was the rule in the country at that time. Also, Jacob bought a parcel of land in the city of Shechem for one hundred *qesītāh*.¹¹⁰ In his letters Rib-Addi of Byblos mentions several times the *awīlūt ḥupši*¹¹¹ who, because of adverse circumstances, were forced to sell 'the wood of their houses, and their sons and daughters in order to procure food for themselves.' From the content of these letters it is clear that the *awīlūt ḥupši* were tenant-farmers who also possessed small parcels of land of

their own.¹¹³ Though the *awilut hupši* are not mentioned in the letters from Palestine, it is evident that the economic and social conditions in Palestine did not differ substantially from those in Byblos and, as was the case in the patriarchal age, private ownership of land was also the rule in Palestine in the El-Amarna period.¹¹⁴ Some Old Testament scholars are of the opinion that alongside private property there existed also communal ownership of arable land in Palestine during the Israelite period.¹¹⁵ A careful perusal of the facts, however, will show that there is no valid basis for such a contention. The Israelites, like many another barbaric tribe who in the course of history conquered a civilized country, did not create a new economy in Palestine. They adjusted themselves to the conditions prevailing in the newly acquired country and took over, along with other aspects of the Canaanite civilization, the system of private ownership of land. The Book of Exodus, which reflects the agricultural mode of life, speaks only of private ownership of land: 'If a man cause a field or a vineyard to be burnt, and let the burning spread, and it burn in another man's field, of the best of his own field, and of the best of his own vineyard, shall he make restitution.'¹¹⁶ Private persons as well as kings enlarged their holdings by purchase. David bought a threshing floor from Arawnah for fifty shekels of silver.¹¹⁷ Omri bought the hill of Shomron from its owner, Shemer, for the large sum of two talents of silver.¹¹⁸ Ahab made a proposal to Naboth to purchase his vineyard,¹¹⁹ and when Hanamel found himself in financial difficulties, his kin, Jeremiah, bought from him a parcel of land for the sum of seventeen shekels of silver.¹²⁰ Under the monarchy we find not only a constant accumulation of large landholdings in the hands of rich individuals but also a hitherto unknown aspect of landholding, namely, absentee ownership. Absalom possessed large tracts of land in Ba'al Hasor north of Bethel,¹²¹ and Joab, who hailed from Judea, possessed land in Ephraim near the estate of Absalom.¹²²

From documentary evidence and archaeological discoveries

in Babylonia, Assyria, Syria, and Palestine we know that although large tracts of land were in the possession of the crown, the temple, and the aristocracy, the remaining land, and by no means a small proportion of the whole, belonged to the common people. The Ancient Near Eastern peasants were a hard-working and thrifty people. The whole family worked on the land, which was the sole provider for its material existence. Since the landed property of the average farmer was small and his family large, there was no great need for outside help in the form of hired laborers or slaves; the peasant household was self-sufficient. While this was the case of the average small-scale farmer, the situation in regard to outside help of the wealthy landowner and the aristocracy was, of course, radically different. Their large estates had to be worked and supervised, if not also managed, by hired help. This help, however, was only to a very small degree drawn from the ranks of hired agricultural laborers and slaves. It came primarily and overwhelmingly from the ranks of the dispossessed peasantry in the form of agricultural tenancy. It was this class of freeborn tenant-farmers or share croppers, known under the various names of *muškēnu* in Ancient Babylonia, *ikkārāti* in Neo-Babylonia, Assyria and Nuzi, *'ikkārīm* in Palestine, and *ḥupšu* and *mškbm* in Syria,¹²³ that was the mainstay and foundation of Near Eastern agriculture. Instead of buying, maintaining, and guarding considerable numbers of unruly slaves, the great landowners (and to a degree even the temple and the king) preferred to lease parcels of their land to freeborn tenant-farmers. These tenant-farmers received seed, animals, and implements for the cultivation of the land, mostly in the form of non-interest bearing loans from the landlords, who in turn received a definite ratio of the produce at the end of the harvest.¹²⁴ This system of working the large estates proved both profitable and safe for the owners. In the Neo-Babylonian period even slaves who lived outside their masters' households and conducted businesses of their own availed themselves of this widespread custom of

land leasing, and they often appear in the documents as tenant-farmers leasing land either directly from their own masters or from strangers.¹²⁴

The situation was somewhat different in Late Assyria. Here we have a large class of agricultural slaves who were attached to the land owned by private landlords. Their number, in relation to that in Ancient and Neo-Babylonia, was considerable, averaging from five to ten and even more on individual farms.¹²⁵ These agricultural slaves, some of whom even possessed small parcels of land and cattle of their own, have been compared to the *glebae adscripti* ('bound to the soil') of Ancient Rome. These slaves were usually sold with the land on which they were settled. The preamble of such a sale document reads: 'X measures of land together with the people [*adi nīšē*] on it, sold,' or 'Seal of X, the owner of the fields, people, fowl, sold.'¹²⁶ In discussing the status of these agricultural slaves Kohler and Ungnad remark: 'Die Landwirtschaftlichen Sklaven sind wohl meist Hörige, die auf dem Felde sitzen und ihre entsprechenden Grundzinsen zahlen; sie sind *glebae adscripti*, haften an der Scholle, genossen aber im übrigen wohl eine ziemlich freie Stellung.'¹²⁷ The legal term Hörige, 'serfs,' which the authors apply to these slaves, is hardly correct. A serf is a person whose movements are restricted to the place to which he is attached, that is, he is bound to the soil and cannot leave it, but otherwise he is a free person, the legal possessor of his personal property and of his body. He is half free and half slave. It was not so in the case of these people. They were slaves pure and simple, slaves engaged in agricultural work who could be sold and disposed of as their owners saw fit. It is true that some of them possessed their own parcels of land, livestock, and even *servi vicarii*, but this was not extraordinary, for the city slaves also possessed their peculium. That these agricultural slaves were indeed treated on a par with other slaves is proved by the fact that in one document dealing with the sale of houses, fields, and 'the people on it,' the usual slave guaranty formula

against epilepsy and reclamation is given by the seller to the purchaser.¹²⁸ We have many cases of sales of large families by individual owners. It does not seem likely that all of these were city slaves. Some of them were undoubtedly engaged in agricultural work but were sold without the land.¹²⁹ In view of these facts we may say that economically and perhaps also socially the life of the Late Assyrian agricultural slaves resembled that of the Roman *glebae adscripti*, but legally they still remained slaves with all the disadvantages attached to unfree persons. The fact that they were in most cases sold with the land on which they worked did not change their status. For when an absentee owner sold his farm with its implements, livestock, and houses, it was quite natural that he should include in the sale also its unfree laborers for whom he no longer had any use.

We have evidence of the existence of a large class of landless people in Syria and Palestine both in the El-Amarna and in the Israelite periods, but we have no references to the existence of a large agricultural slave population. Only a small percentage of these dispossessed farmers migrated to the cities; the majority remained in their agricultural communities and became tenants on the land that had formerly been theirs. Thus, the situation in Syria and Palestine did not differ fundamentally from that in Babylonia. The circumstances which led to the creation of an agricultural slave population in Rome, namely, the concentration of vast lands in the hands of a few landowners and the existence of large numbers of foreign slaves, were absent in the Ancient Near East. To be sure, there was a large class of wealthy landowners on the one hand, and even a much larger class of landless people on the other hand, but the former did not create large latifundia and the latter were not forced into servitude. The dispossessed peasants remained on the land as tenants; hardworking and poverty-stricken share croppers they were, but not slaves. We thus reach the conclusion that although the more prosperous farmers, like the upper middle class in the

cities, owned slaves who were employed on the land, slave labor was not a decisive factor in the agricultural life of the Ancient Near East.

4. SLAVES IN INDUSTRY

We have seen in the previous paragraph that unfree labor played a minor role in the field of agriculture; this conclusion is also valid, and perhaps even more so, in the field of skilled craftsmanship. The equivalent of the freeborn tenant-farmer in agriculture was the freeborn 'hired laborer' (the *agru*¹³⁰ in Babylonia and the *sekhîr yôm*, in Palestine) in industry, and, like the former, the latter was recruited chiefly from the ranks of the dispossessed peasantry. In the earliest documents from Babylonia we already find references to free workers and slaves working shoulder to shoulder in royal factories, in temple establishments, and in private industries. These slaves were unskilled laborers, and on the basis of documentary evidence from the Third Dynasty of Ur down to the Greek period, it is clear that these industrial slaves, though at times very numerous, were never able to supplant free labor even in the unskilled fields. This fact was equally true, though to a lesser degree, in the highly organized and efficiently conducted temple and state factories, though the temple and the king had large numbers of slaves at their disposal. Competition between free and unfree labor was certainly strong, particularly in the Late Assyrian and in the Neo-Babylonian periods, for the hired slave worked for lower wages than the freeman.¹³¹ But the former class was in no period sufficiently numerous to replace the latter. Meissner's view that the slaves in Neo-Babylonia not only replaced free labor but were also responsible for the disappearance of the middle class¹³² is not supported by the facts, for there had always been a numerous and even an organized free laboring class in the Ancient Near East.¹³³ The disproportion between free and slave labor was even more pronounced in the field of skilled craftsmanship. Our task is therefore, first, to ascertain the proportion of

skilled slaves to skilled freemen and, secondly, to inquire whether the former's role was decisive or negligible in the industrial life of the Ancient Near East.

In Ancient Babylonia we have several references to weavers and one to a bleacher who were slaves. The weavers were all women¹³⁴ and the bleacher (*ašlāku*) was a man.¹³⁵ Though weaving may not have been considered a highly skilled profession, since most of the Babylonian ladies wove their own clothing, it was still a craft requiring some training and efficiency; and the fact that the documents mention that the women sold were weavers prove that weaving was regarded as a trade. Indeed, in one document a merchant ordered his agent to buy a certain female slave only if she was 'a house-born and a weaver.'¹³⁶ Highly as the weaving trade may have been valued, simple weaving could be learned in every household and did not require a long period of apprenticeship under the direction of a master craftsman.¹³⁷ The case of the bleacher, however, was different. Where did he learn his trade? It is quite possible that this bleacher was originally a freeman who had learned the trade in his youth and was later sold into slavery.¹³⁸ It is, however, more likely that he was born into slavery and that his owner sent him to a master bleacher to learn the trade. The existence of the apprenticeship institution in Ancient Babylonia is known to us from the Hammurabi Code, paragraphs 188-9.¹³⁹ In the Neo-Babylonian period many an owner sent his young slaves to learn a trade, and it may safely be assumed that this was the case also in Ancient Babylonia. Indeed, we have one reference to a slave apprentice in the Hammurabi period. The well-known merchant, landowner, and slave holder Balmunamhe sent one of his slaves to a potter in order to learn the trade.¹⁴⁰

In Neo-Babylonia the references to privately-owned skilled slaves are more numerous than in early Babylonia, which means that there must have been more skilled slaves in the later than in the earlier period. This inference is based not alone on the fact of more frequent references to them but pri-

marily on the extension of industry and international commerce in the Chaldean, Persian, and Greek periods, which quite naturally resulted in the increase of the number of skilled craftsmen among both the free and unfree of the country's working population. The trades represented are weavers,¹⁴¹ leather workers,¹⁴² gem-cutters,¹⁴³ dyers,¹⁴⁴ fullers,¹⁴⁵ and bakers.¹⁴⁶ Some of the slave owners sought to take advantage of the high wages paid to skilled workers and therefore sent their young slaves to learn a trade. This procedure is known to us from a small group of slave apprenticeship contracts from the Persian period. An apprenticeship contract dated in the reign of Cyrus provides that the young slave should remain in the house of his master craftsman for five years. The latter was to teach him 'the complete weaver's trade' (*iš-pa-ru-tu gab-bi ú-lam-mad-su*). The owner was to provide the slave with food and clothing during the apprenticeship period. Should the master fail to teach him the trade and instead put him to other work, he shall pay six *sila* barley per day, the slave's wages (*mandattu*), to the owner.¹⁴⁷ In another document, also dated in the reign of Cyrus, a slave was given to a master craftsman for six years to learn 'the complete trade of a dyer' (*pu-ša-am-mu-ú-tu qa-tu-ú ú-lam-mad-su*). In case he does not teach him the trade, the master shall pay three *sila* barley per day, the slave's wages, to the owner. On the other hand, should the slave learn the trade within the specified time, the owner promised to present the master with a bonus consisting of one garment and four shekels of silver.¹⁴⁸ Again, another document of the same time provides that the young slave should remain with his master for four years in order to learn 'the trade of cutting gems' (*pur-kúl-ú-tu qa-ti-ti ú-lam-mad-su*); the owner will provide the slave with clothing (and food). If the slave is not taught the trade, the craftsman shall pay a fine of twenty shekels of silver. If he does teach him the trade within the period agreed upon (the master craftsman will receive a gift).¹⁴⁹ It is interesting to note that the master craftsman himself was the slave of Cam-

byses, the crown prince. According to still another document of the time of Cyrus, a slave was sent to learn the baker's trade; fifteen months was the period of apprenticeship. Within this time the master was to teach him 'the complete baker's trade' (*MU-ú-tu qa-ti-ti ú-lam-mad-su*). In case he does not teach him the trade, the master must pay the slave tax to the owner. As in the case mentioned above, the master baker was a slave himself.¹⁵⁰ In an apprenticeship document dated in the reign of Cambyses, a slave was sent to a craftsman to learn 'the complete fuller's trade' (*qâ-ši-ru-tu qa-ti-ti ú-lam-mad-su*). The apprenticeship period was two years and three months.¹⁵¹ In a document dated in the reign of Darius, a slave was sent to a master craftsman to learn 'the complete trade of leather workers' (*aškāpu-ú-tu qa-ti-ti ú-lam-mad-su*). Instead of providing food and clothing for the slave during the years of his apprenticeship, the owner paid a yearly sum of money to the master for the slave's upkeep.¹⁵²

The trades represented in the Middle and Late Assyrian documents are: weavers,¹⁵³ fullers,¹⁵⁴ bleachers,¹⁵⁵ makers of headgear,¹⁵⁶ goldsmiths,¹⁵⁷ plowmen,¹⁵⁸ and gardeners.¹⁵⁹ We possess no apprenticeship documents from the Late Assyrian period. It is, however, very likely that the methods employed in Neo-Babylonia were also practiced in Assyria. From one document we learn that a weaver sold his slave who was an *išpār birme* 'a weaver of colored yarn.'¹⁶⁰ This slave learned the trade of weaving in his master's house. This was surely the case with other slaves in the Late Assyrian period. Many of them learned a trade in their owner's house or were sent to a master craftsman for that purpose.

When we consider the large number of slaves in the Neo-Babylonian and Late-Assyrian periods, it is amazing to find that a very small percentage of them were employed in the skilled fields of industry. Even in the royal and temple factories that were run mostly by unfree labor, the number of skilled slaves was very small and both institutions were forced, when large projects were undertaken, to hire

skilled labor in the open market. This situation was dramatically accentuated in a strike conducted by free stonecutters in the Neo-Babylonian period. The stonecutters, hired by a government official to perform a certain task at a temple, went on strike because they were not paid their wages for two months in succession: 'But the men are not pleased and consequently will not do the king's work. . . . All the masons have spoken violently saying "we are afflicted, for none has paid us for the months of Sivan and Tammuz".'¹²¹ Both the king and the temple were evidently unable to supplant the striking stonecutters with skilled temple or palace slaves. Unskilled labor in the Ancient Near East undoubtedly felt keenly the competition of slave labor; skilled labor, however, suffered little from this competition. Babylonian and Assyrian craftsmanship was a product of free labor. The role played by skilled slaves in the industries of these countries was very insignificant indeed. The reasons for this phenomenon are not far to seek. They may be outlined as follows: (1) the apprenticeship period lasted from two to six years, a period during which not only did the slave not bring in any profit, but the owner had to spend money for his upkeep; (2) the number of slaves in well-to-do families averaged from one to three, and therefore only a few of them could be spared to be used as an investment with a view to future returns; and finally, (3) since there were few slave artisans and their wages were but little less than those paid to free artisans, the employers preferred free craftsmen to slave craftsmen because slaves could not be trusted to operate with expensive tools, even when they possessed the skill to handle them.

Palestine neither possessed raw materials nor was its soil fertile enough to produce great quantities of agricultural products for export in exchange for raw material.¹²² As a result no great industries ever developed in the country. There were, of course, small industrial centers producing for local needs such as potteries and textile establishments. But as the Tell Beit Mirsim excavations have demonstrated, the textile

industry was manned by the freeborn local inhabitants.¹⁶³ The only big industry ever to develop in Palestine was the mining industry in the 'Arabah under Solomon. There large numbers of slaves were employed, but mining is the 'ideal' field for slave labor, for it requires neither skill nor the ability to handle delicate and costly tools. Some slaves might have been engaged in the household industries, but we have no evidence to prove it. The typical Near Eastern craftsman was a freeborn man who possessed his own tools and worked for a definite period, be it a day, a month, or a season, in the house of his employer. In general, then, the conclusion reached in regard to the role played by the Babylonian and Assyrian slaves in industry is also valid for Palestine: Palestinian craftsmanship was the product of free labor.

5. PRICE AND NUMBER OF SLAVES

The average price paid for a slave in the period of the Dynasty of Accad was from 10 to 15 shekels of silver.¹⁶⁴ During the period of the Third Dynasty of Ur, the prices were approximately the same, the lowest recorded being 2 and 3 shekels,¹⁶⁵ and the highest, 43 shekels.¹⁶⁶ The Hammurabi Code estimated the mean value of a slave, male or female, as 20 shekels of silver,¹⁶⁷ the same price as that of an ox.¹⁶⁸ The lowest prices recorded for a male slave at this period were 6 and 10 shekels,¹⁶⁹ and the highest 90 shekels;¹⁷⁰ the lowest price mentioned for a female slave was 3-5/6 shekels,¹⁷¹ and the highest prices were 58, 65, and 84 shekels of silver.¹⁷² It is of interest to note that the sum of 20 shekels is often given as a standard price for a hired slave who might run away from his employer or be killed in his service.¹⁷³ In the Neo-Babylonian period the price of a slave (as of most other commodities) had more than doubled. The mean price of a male slave was 50 shekels and that of a female slave somewhat less. The average price in the Persian period was still higher, 90 to 120 for a male slave and 60 to 90 shekels for a female slave;¹⁷⁴ the highest price recorded for a male slave was the enormous sum of

250 shekels,¹⁷⁵ and for a female slave, 172 shekels of silver.¹⁷⁶ The average price of a male slave in Late Assyria was 50 to 60 shekels and that of a female slave 40 shekels.¹⁷⁷ The standard price for a skilled slave seems to have been 90 shekels,¹⁷⁸ and the highest price recorded for a female slave was 120 shekels.¹⁷⁹ In Nuzi the average price for a male or female slave was 30 shekels of silver.¹⁸⁰ The mean price for a slave in Ugarit (Syria in the fourteenth century B.C.) seems to have been 40 shekels of silver,¹⁸¹ and in Palestine 30 shekels of silver.¹⁸²

Quotations of prices paid for slaves in the various periods of Mesopotamian history are of value only if we consider what the shekel could buy at a given period and place and the relation of that price to wages paid to free laborers. It should, of course, be remembered that many slaves, particularly female slaves, were employed as house servants and not as industrial or agricultural laborers, and the prices paid for them bear small relation to wages paid in the open market. Still, such a comparison would greatly help in providing an answer to the question whether slavery was economically profitable or not. The average wage paid to a hired laborer in the Hammurabi period was 6 shekels of silver a year.¹⁸³ While he was at work, his employer had to provide him with food and clothing which amounted to about 10 shekels a year.¹⁸⁴ Since the slave was also fed and clothed, this expense of food and clothing cannot be taken into consideration. Now, if the average price of a slave was about 20 shekels, then his price was the equivalent of three to four years' wages of a hired laborer. Considering that the slave had to be taken care of when sick, in old age, and in slack times, it would appear that it was cheaper to hire help on a monthly or seasonal basis than to own a slave. It is difficult to estimate the average wage paid to a hired freeborn worker in the Chaldean and in the Persian periods. The range was from as low as 3,¹⁸⁵ 4,¹⁸⁶ to 24¹⁸⁷ and 36 shekels a year.¹⁸⁸ It may, however, be assumed that the average wage of this period was 12 shekels of silver per year.¹⁸⁹ Now, if we take the average price of a slave of that period to have been

60 shekels, then the price of a slave was the equivalent of about five years' wages paid to a hired worker. Thus, the price of a slave in the Chaldean and in the Persian periods was even higher than before and economically it was less advantageous to own one than in Ancient Babylonia. The Late Assyrian documents give no clear picture of the rate of wages paid at that period for hired labor.

The conclusion reached in the preceding paragraph that, with the exception of domestic help, it was cheaper even for the small landowner to hire free laborers for the harvest than to own slaves is confirmed by a consideration of the number of slaves in the possession of private individuals throughout the long history of Ancient Mesopotamia. According to the available data, the wealthy Sumerian family owned one or two slaves. This average was also maintained in the period of the First Dynasty of Babylon, although the households of the very rich landowners, merchants, and state officials show, comparatively speaking, larger numbers of slaves in their possession. We find as many as 20 in one household,¹⁹⁰ and in another even 26 slaves.¹⁹¹ We find some receiving as part of their inheritance 4,¹⁹² 5,¹⁹³ and 7 slaves.¹⁹⁴ On the other hand, however, there were many estates without any slaves at all. The average number of slaves in a well-to-do family in Neo-Babylonia was 2 or 3, although 4 and 5 slaves in one family are frequently mentioned, and wealthy fathers often gave 3, 4, and 5 slaves to their daughters as part of their dowry.¹⁹⁵ Again, as in Ancient Babylonia, there were exceptions. We find people possessing as many as 11,¹⁹⁶ 25,¹⁹⁷ more than 100,¹⁹⁸ and even 118 slaves.¹⁹⁹ The number of slaves per family in the Late Assyrian period was relatively larger than that in Neo-Babylonia. We find sales of whole families consisting of 5,²⁰⁰ 6,²⁰¹ 7,²⁰² 10,²⁰³ 11,²⁰⁴ 13,²⁰⁵ 15,²⁰⁶ 17,²⁰⁷ 18,²⁰⁸ and 20;²⁰⁹ and slave families sold with the land on which they were settled consisting of 9,²¹⁰ 10,²¹¹ 11,²¹² 17,²¹³ 27,²¹⁴ 30,²¹⁵ and 31 slaves.²¹⁶ Still, the average number was probably not more than three to four in the city and between five and eight in the country.²¹⁷ The oc-

currence of large numbers of slaves in one household or country estate was an exception and was primarily due to the incessant imperialistic wars which brought large numbers of captives to Assyria and to the accumulation of wealth among the upper classes. The average number of slaves in a well-to-do family in Nuzi was probably two or three. There are not sufficient data at hand to estimate the average number of slaves in Israelite Palestine. The wealthy class in the big cities must have possessed relatively large numbers of household slaves, but along the countryside there were probably very few of them.²¹⁸

Conclusion

THOUGH THIS STUDY embraces a period of more than two millennia and includes the slave systems of many peoples and countries, the slave institutions of the Near East show a surprising similarity in regard to origin, function, and character. The reason for this phenomenon is not far to seek. Slavery was a part of an economic pattern which remained constant through the ages. Peoples came and went, civilizations arose and disappeared, but the economic foundation—private ownership of land, intensive agriculture, small-scale shop industry, and primitive techniques—remained and underwent almost no change at all. This situation produced a type of slavery that differed greatly from those in classical civilization and in America. With the exception of the state and the temple slaves, the proportion of the unfree population in every country and at almost any time was insignificant in relation to the free population. The number of slaves owned by private persons averaged from one to four. And it was for this reason that we often hear of individual escapes but never of organized slave revolts. The factors making for slave revolts—latifundia and mining industries where masses of slaves are employed—were nonexistent in the Near East. There were, to be sure, large landowners, but they preferred the system of tenancy to the employment of slaves. The same was true of the small shopowners, who preferred the free craftsman and even the free unskilled laborer. In both cases the employers did not desire slaves because they were too expensive. This does not mean that slave labor was not used in agriculture and industry. It was used in both fields, but it was of no great weight. On the whole, slaves were used primarily in domestic service. The basis of Near Eastern society was the free tenant-farmer

and share cropper in agriculture and the free artisan and day laborer in industry.

The legal and social status of the slave was a direct result of his economic role as a household servant. From a legal point of view, the slave was a chattel. He was bought and sold, leased and exchanged, and some were even branded or tattooed. But the harsh legal regulations were mitigated by certain social circumstances, for the slave was after all a human being, albeit 'a man without a name.' The slave was generally of the same 'race,' color, speech, and religion as his master. Furthermore, the great majority of the slaves was not even of foreign birth, but came from the ranks of the defaulting debtors, originally free members of the same community. In forming an opinion of the character of Ancient Near Eastern slavery we must keep in mind two factors that caused the system to operate on a level quite different from the institutions of slavery in Rome and in America: (1) slavery was chiefly the result of poverty; and (2) the slave lived and toiled shoulder to shoulder with his master in the field and shop. As a consequence the transition from freedom to slavery and vice versa was fluid. A man could be sold into slavery one day and freed the next day, and, once freed, all ties with his former master were cut off.

The recognition that the slave, though legally a chattel, was a human being and that as such he possessed certain inalienable rights found its expression also in the law codes. The Hammurabi Code recognized as legally binding a marriage contracted between a slave and a freeborn woman, and although legally the slave with all his possessions was the property of his master, the children born of such a marriage were free (paragraph 175), and the children born of a union between a master and his female slave were freed after the father's death (paragraph 171). The conception that the slave was a person half free and half slave²⁰ is reflected in the fact that a master could not kill his slave with impunity. Though it is nowhere stated specifically in the Babylonian legal litera-

ture, it is evident from paragraph 282 of the Hammurabi Code. This law states that when an unfree person denies his slave status he shall have his ear cut off by his master. If the slave were really considered to be a chattel, the state would not dictate to the master the manner of punishment; it would leave it to the owner to deal with his property as he saw fit. The Biblical slave legislation is explicit, though not explicit enough, in this case. The deliberate killing of a slave by his master is a crime and punishable by law (Ex. 21:20).

What was the attitude of religion and of enlightened public opinion toward slavery? Nowhere in the vast religious literature of the Sumero-Accadian world is a protest raised against the institution of slavery, nor is there anywhere an expression of the mildest sympathy for the victims of this system. Slavery was simply taken for granted. The Old Testament justifies perpetual slavery of Canaanites, but demands the release of the Hebrew defaulting debtor in the seventh year and of those who sold themselves, or were sold, in the year of the jubilee. In the first case, i.e. the release of the debtor-slave after a limited term of service, the Hebrew law has its parallel in the Hammurabi Code, which also demands the release of the debtor-slave. But in the second case, where release is demanded even of those who sold themselves into slavery, we have for the first time an open denial of the right of man to own man in perpetuity. This denial of the right of possession of man by man in perpetuity is as yet restricted to Hebrews only (cf. Neh. 5:8), but it is a step which no other religion had taken before. The first man in the Ancient Near East who raised his voice in a sweeping condemnation of slavery as a cruel and inhuman institution, irrespective of nationality and race, was the philosopher Job. His was a condemnation based on the moral concept of the inherent brotherhood of man, for,

Did not He that made me in the womb make him [the slave] also?

And did not One fashion us in the womb?

(Job 31:15)

Abbreviations

AASOR	<i>Annual of the American Schools of Oriental Research</i>
AB	Kraus, P., <i>Altbabylonische Briefe aus der Vorderasiatischen Abteilung der Preussischen Staatmuseen zu Berlin</i> . Parts 1-2 (MVAeG 35-6)
ABB	Ungnad, A., 'Altbabylonische Briefe aus dem Museum zu Philadelphia' (<i>Zeitschrift für Vergleichende Rechtswissenschaft</i> , 36)
ABL	Harper, R. F., <i>Assyrian and Babylonian Letters</i>
ADB	Johns, C. H. W., <i>An Assyrian Doomsday Book</i>
ADD	Johns, C. H. W., <i>Assyrian Deeds and Documents</i>
AENN	Dougherty, R. P., <i>Archives from Erech, Time of Nebuchadrezzar and Nabonidus</i> (GCC I 1)
AENP	Dougherty, R. P., <i>Archives from Erech, Neo-Babylonian and Persian Periods</i> (GCC I 2)
Afo	<i>Archiv für Orientforschung</i>
AJSL	<i>American Journal of Semitic Languages and Literatures</i>
AnO	<i>Analecta Orientalia</i>
AR	Kohler, J.-Ungnad, A., <i>Assyrische Rechtsurkunden</i>
ARK	Eisser, G.-Lewy, J., <i>Die altbabylonischen Rechtsurkunden vom Kültepe</i> (MVAeG 33, 35)
ArO	<i>Archiv Orientalni</i>
AS	Luckenbill, D. D., <i>The Annals of Sennacherib</i> (<i>The University of Chicago. Oriental Institute Publications</i> , II)
AssR	David, M.-Ebeling, E., 'Assyrische Rechtsurkunden' (<i>Zeitschrift für Vergleichende Rechtswissenschaft</i> , 44)
AUS	Friedrich, T., 'Altbabylonische Urkunden aus Sippara' (BA 5)
BA	<i>Beiträge zur Assyriologie und Vergleichenden Semitischen Sprachwissenschaft</i>
<i>Babyloniaca</i>	<i>Babyloniaca. Études de Philologie Assyro-Babylonienne</i>
BAP	Meissner, B., <i>Beiträge zum altbabylonischen Privatrecht</i>
BASOR	<i>Bulletin of the American Schools of Oriental Research</i>
BB	Ungnad, A., <i>Babylonische Briefe aus der Zeit der Hammurapi-Dynastie</i> (VAB 6)
BE	<i>Babylonian Expedition of the University of Pennsylvania. Series A: Cuneiform Texts</i>
BI	Langdon, S., <i>Building Inscriptions of the Neo-Babylonian Empire</i> , Part 1
BIN	<i>Babylonian Inscriptions in the Collection of James B. Nies</i>

BM	<i>British Museum</i>
BR	Kohler, J.-Peiser, E. F., <i>Aus dem babylonischen Rechtsleben</i> . 4 parts
BRM	<i>Babylonian Records in the Library of J. P. Morgan</i>
BRRAD	Augapfel, J., <i>Babylonische Rechtsurkunden aus der Regierungszeit Artaxerxes I und Darius II (Kaiserliche Akad. d. Wissen. in Wien. Phil. -hist. Klasse. Denkschriften 59/3)</i>
BRVU	Krückmann, O., <i>Babylonische Rechts- und Verwaltungsurkunden aus der Zeit Alexanders und der Diadochen</i>
CH	<i>Code of Hammurabi</i> . (Cited according to A. Deimel's edition: <i>Codex Hammurabi</i> , Rome, 1930)
Columbia	Mendelsohn, I., <i>Catalogue of the Babylonian Tablets in the Libraries of Columbia University</i>
CT	<i>Cuneiform Texts from Babylonian Tablets in the British Museum</i>
CTM	Moldenke, A. B., <i>Cuneiform Texts in the Metropolitan Museum of Art (New York)</i> . Parts 1-2
David	
Adoption	David, M., <i>Die Adoption im altbabylonischen Recht. (Leipziger Rechtswissenschaftliche Studien, Heft 23)</i>
Deimel ŠL	Deimel, A., <i>Šumerisches Lexikon</i>
Driver-	
Miles AL	Driver, G. R.-Miles, J. C., <i>The Assyrian Laws</i>
Dt.	<i>Deuteronomy</i>
EG	Grant, E., <i>Babylonian Business Documents of the Classical Period</i>
Esth.	<i>Esther</i>
Ez.	<i>Ezekiel</i>
Ex.	<i>Exodus</i>
Gadd	Gadd, C. J., 'Tablets from Kirkuk,' RA xxiii
GCCI	<i>Goucher College Cuneiform Inscriptions</i>
Gen.	<i>Genesis</i>
Gr.	Gautier, J. E., <i>Archives d'une famille de Dilbat au temps de la première dynastie de Babylone</i>
HG	Kohler, J.-Peiser, F. E.-Ungnad, A.-Koschaker, P., <i>Hammurabi's Gesetz</i> , III-VI
Hos.	<i>Hosea</i>
HR	Kohler, J.-Ungnad, A., <i>Hundert ausgewählte Rechtsurkunden aus der Spätzeit des babylonischen Schrifttums von Xerxes bis Mithridates II</i>
HSS	<i>Harvard Semitic Series</i>
HUCA	<i>Hebrew Union College Annual</i>
IENL	Evetts, B. T. A., <i>Inscriptions of the Reigns of Evil-Merodach, Neriglissar, and Laborosoarchod</i>
Is.	<i>Isaiah</i>

- ITH *Die Inschriften von Tell Halaf. Herausgegeben von J. Friedrich, etc. (Beihefte zum Archiv für Orientforschung, 6)*
- ITT *Inventaire des tablettes de Tello conservées au Musée Impérial Ottoman. Mission française de Chaldée*
- JA *Journal Asiatique*
- JAOS *Journal of the American Oriental Society*
- JBL *Journal of Biblical Literature*
- Jer. *Jeremiah*
- Josh. *Joshua*
- JPOS *Journal of the Palestine Oriental Society*
- JRAS *Journal of the Royal Asiatic Society*
- Judg. *Judges*
- KAJI *Ebeling, E., Keilschrifttexte aus Assur juristischen Inhalts. (Wissenschaftliche Veröffentlichung der Deutschen Orient-Gesellschaft, 50)*
- KB *Keilinschriftliche Bibliothek*
- Knudtzon
AT *Knudtzon, J. A., Die El-Amarna-Tafeln*
- Koschaker
BAB *Koschaker, P., Babylonisch-Assyrisches Bürgschaftsrecht*
- Koschaker
GR *Koschaker, P., Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus. (Abhandlungen der phil.-hist. Klasse der Sächsischen Akad. d. Wissenschaften, 42/1)*
- Koschaker
NKR *Koschaker, P., Neue keilschriftliche Rechtsurkunden aus der El-Amarna-Zeit. (Abhandlungen der phil.-hist. Klasse der Sächsischen Akad. d. Wissenschaften, 39/5)*
- Koschaker
RS *Koschaker, P., Rechtsvergleichende Studien zur Gesetzgebung Hammurapis*
- Lament.
Langdon *Lamentations*
- NBK *Langdon, S., Die neubabylonischen Königsinschriften (VAB 4)*
- Lautner AP *Lautner, J. G., Altbabylonische Personenmiete und Erntearbeiterverträge*
- LBL *Thompson, R. C., Late Babylonian Letters*
- Lev. *Leviticus*
- LFBD *Driver, G. R., Letters of the First Babylonian Dynasty*
- LIH *King, L. W., The Letters and Inscriptions of Hammurabi*
- Luck. *Luckenbill, D., D., 'A Study of the Temple Documents from the Cassite Period,' AJSL xxiii, pp. 280-322*

<i>Luck.</i> AR	Luckenbill, D. D., <i>Ancient Records of Assyria and Babylon</i>
MAOG <i>Meissner</i>	<i>Mitteilungen der Altorientalischen Gesellschaft</i>
BA	Meissner, B., <i>Babylonien und Assyrien</i>
MO	<i>Le Monde Oriental</i>
MSL I	Landsberger, B., <i>Materialien zum sumerischen Lexikon</i> 1. <i>Die Serie ana ittišu</i>
MVAeG	<i>Mitteilungen der Vorderasiatisch-Aegyptischen Gesellschaft</i>
MVAG	<i>Mitteilungen der Vorderasiatischen Gesellschaft</i>
NBBAD	Moore, E. W., <i>Neo-Babylonian Business and Administrative Documents</i>
NBU	Ebeling, E., <i>Neubabylonische Briefe aus Uruk</i>
Nehem. <i>Nikol'skii</i> <i>Dok.</i>	<i>Nehemiah</i> <i>Nikol'skii, M. V., Dokumenty khoziaistvennoi otchetnosti drevnieishei epokhi Khaldei iz sobraniia N. P. Likhacheva</i>
NKD	Saarisalo, A., <i>New Kirkuk Documents Relating to Slaves</i>
NRB	Pohl, A., <i>Neubabylonische Rechtsurkunden a.d. Berliner Staatlichen Museen (AnO 8-9)</i>
NRV	Krückmann, O., <i>Neubabylonische Rechts- und Verwaltungstexte</i>
NRVR	San Nicolò, M.-Ungnad, A., <i>Neubabylonische Rechts- und Verwaltungsurkunden</i> I
Num.	<i>Numbers</i>
Nuzi	<i>American Schools of Oriental Research. Publications of the Baghdad School. Joint Expedition with the Iraq Museum at Nuzi</i>
OHNT	Pfeiffer, R. H.-Speiser, E. A., <i>One Hundred New Selected Nuzi Texts (ASSOR xvi)</i>
OLZ	<i>Orientalistische Literaturzeitung</i>
<i>Orientalia</i>	<i>Orientalia. Commentarii periodici pontificii instituti biblici. Roma</i>
PEFA	<i>Palesitne Exploration Fund Annual</i>
<i>Piepkorn</i> <i>Ashurb.</i>	<i>Piepkorn, A. C., Historical Prism Inscriptions of Ashurbanipal (The Oriental Institute of the University of Chicago. Assyriological Studies, No. 5)</i>
Prov.	<i>Proverbs</i>
QS	<i>Palestine Exploration Fund. Quarterly Statement</i>
R	Riftin, A. P., <i>Staro-vavilonskie iuridicheskie i administrativnye dokumenty v sobraniakh SSSR</i>
RA	<i>Revue d'Assyriologie et d'Archéologie Orientale</i>

- RCAE Waterman, L., *Royal Correspondence of the Assyrian Empire*
- RISA Barton, G. A., *The Royal Inscriptions of Sumer and Akkad*
- RMA Thompson, R. C., *The Reports of the Magicians and Astrologers of Nineveh and Babylon in the British Museum*
- RTC Thureau-Dangin, F., *Recueil de tablettes chaldéennes*
- RV Pohl, A., *Rechts- und Verwaltungsurkunden der III Dynastie von Ur*
- Sam. Samuel
- San Nicolò
Beiträge San Nicolò, M., *Beiträge zur Rechtsgeschichte im Bereiche der keilschriftlichen Rechtsquellen*
- San Nicolò
Schlussk. San Nicolò, M., *Die Schlussklauseln der altbabylonischen Kauf- und Tauschverträge*
- Schneider
AK Schneider, Anna, *Die Anfänge der Kulturwirtschaft: Die sumerische Tempelstadt*
- Schwenzner Schwenzner, W., *Zum altbabylonischen Wirtschaftsleben (MVAG 19/3)*
- SHBD Dougherty, R. P., *The Shirkûtu of Babylonian Deities (YOSR 5/2)*
- StrCamb. Strassmaier, J. N., *Inschriften von Cambyses*
- StrCyr. Strassmaier, J. N., *Inschriften von Cyrus*
- StrDar. Strassmaier, J. N., *Inschriften von Darius*
- StrNbk. Strassmaier, J. N., *Inschriften von Nabuchodonosor*
- StrNbn. Strassmaier, J. N., *Inschriften von Nabonidus*
- Streck
Assurb. Streck, M., *Assurbanipal und die letzten assyrischen Könige bis zum Untergange Niniveh's (VAB 7)*
- Syria Syria. *Revue d'Art Oriental et d'Archéologie*
- TCL Musée du Louvre. *Département des Antiquités Orientales. Textes Cunéiformes*
- UAAMZ Ebeling, E., *Urkunden des Archives von Assur aus mittelassyrischer Zeit (MAOG 7/1-2)*
- UAZP Schorr, M., *Urkunden des altbabylonischen Zivil- und Prozessrechts (VAB 5)*
- UCP Lutz, H. F., *Legal and Economic Documents from Ashjâly (University of California Publications in Semitic Philology, 10/1)*
- UMBS University of Pennsylvania. *The University Museum. Publications of the Babylonian Section*
- UZDBD Peiser, F. E., *Urkunden aus der Zeit der dritten babylonischen Dynastie*
- VAB Vorderasiatische Bibliothek

VS	<i>Vorderasiatische Schriftdenkmäler der kgl. Museen zu Berlin</i>
WZKM	<i>Wiener Zeitschrift für die Kunde des Morgenlandes</i>
YBT	<i>Yale Oriental Series. Babylonian Texts</i>
YOSR	<i>Yale Oriental Series. Researches</i>
ZA	<i>Zeitschrift für Assyriologie und Verwandte Gebiete</i>
ZDMG	<i>Zeitschrift der Deutschen Morgenländischen Gesellschaft</i>
=	Translation

Notes

CHAPTER I

1. Cf. A. Deimel, *Die Inschriften von Fara I: Liste der archaischen Keilschriftzeichen*, no. 59 (*Wissenschaftliche Veröffentlichung der Deutschen Orient-Gesellschaft*, 40); *Nikol'skii Dok.* 19, obv. col. 5:6; *Deimel ŠL* 2^a, no. 51:1 and 2^a, no. 558:1. For *kur* 'foreign country,' see Thureau-Dangin, *Ar0* 1, p. 272.

2. Cf. RISA pp. 119, no. 2; 121, no. 3; 123, nos. 6, 9, 10; C. J. Gadd etc., *Ur Excavation Texts* I no. 10, where Rimush reports that some of the booty taken from Elam, including war captives, he dedicated to the temple of Sin.

3. RISA p. 157, no. 5.

4. Scheil, *RA* 15, p. 61ff. (for NAM.RA 'captives of war, captive slaves' in Hittite texts cf. Goetze, *MVAeG* 32/1 and 38, indexes); *TCL v* 6039 (=Genouillac, *Babyloniaca* 7, p. 47f.).

5. VS XIII 55, 36, 37, 38, 41, 42, 43, 44, 47, 48, 49, 50, 51, 52, 53, (=HG 1836, 1839, 1837, 1840, 1844, 1838, 1842, 1854, 1846, 1845, 1853, 1852, 1847, 1849, 1850).

6. Cf. HG vi, p. 171. For the meaning of *asīru* 'captive,' cf. Feigin, 'The Captives in Cuneiform Inscriptions,' *AJSL* 50, pp. 217-45 and *ibid.*, 51, pp. 22-9. Landsberger's objection to Feigin's translation of *asīru* (*AfO* 10, p. 144) is not convincing. The term *asīru* 'captive of war' is also found in a letter from Carchemish, cf. Albright, *BASOR* 82 (1941), p. 45, and in a letter from Taanach, *ibid.* 94 (1944), p. 24f.

7. VS XIII 39, 40, 45, 46 (=HG 1841, 1843, 1848, 1851).
Pars. 32, 133-5.

9. *Langdon NBK* no. 17, cols. II, pp. 146-7; III, pp. 148-9; see also E. Unger, *Babylon*, p. 318 (war captives from Sidon brought to Babylon and employed in the palace of Artaxerxes III).

10. Cf. *AS* p. 24:33-5 (after the defeat of Merodach-baladan Sennacherib 'brought out' from Babylon 'all of his artisans, as many as there were' and counted them as spoil).

11. Cf. *AS* p. 73:59ff.; see also *ibid.* p. 24:33ff., 52:32ff.; *RMA* 2, 22:9-10, where it is reported that all the Egyptian war prisoners were reduced to slavery; W. J. Martin, *Tribut und Tributleistungen bei den Assyriern*.

12. *Streck Assurb.* pp. 56-7, 60-61.

13. *AS* p. 137:40.

14. See also 2 Kings 24:14.

15. Albright, 'Two Letters from Ugarit,' *BASOR* 82 (1941), p. 43i.

16. Knudtzon AT, see particularly nos. 120, 173, 268, 287 and 288.
17. Cf. Dt. 20:10ff., 21:10ff.; Judg. 5:30; I Sam. 4:9, 30:3; Amos 1:9; II Chron. 28:8; see also Joel 4:3.
18. Cf. Glueck, BASOR 79 (1940), p. 4f. For additional data on war captives see the paragraphs 'State Slavery' and 'Temple Slavery.'
19. VS VII 50 (=UAZP 84).
20. BAP 4 *a-na šām rešardīmeš gu-ti-ikī nam-ru-tim* 'for the purchase of healthy slaves from Gutium.' For the meaning of *namru* cf. E. A. Speiser, *Mesopotamian Origins*, p. 102ff.; see also VS XVI 65 (=AB¹ 17, p. 59f.); and I. Gelb, *Hurrians and Subarians*, p. 43, note 138.
21. BB 123; see also KB IV p. 44, no. 3.
22. CT II 49 (=BB 162).
23. YBT II 9 (=LFBD² no. 9); see also UMBS VII 100, 119 (=ABB 100, 119).
24. Cf. chp. II, paragraph 'Manumission.'
25. HSS V 37 (=Speiser, AASOR 10, no. 38).
26. OHNT 95, 96; *Nuzi* II 195 (=NKD 30).
27. *Nuzi* II 195 (=NKD 30); cf. Koschaker, OLZ 1932, p. 404.
28. For Ancient Babylonia cf. VS XVI 80 (=AB¹ p. 46f., no. 6); for the Persian period cf. *StrCamb.* 334 (=KB IV p. 293, no. 12); for Assyria cf. AS pp. 55, 76; for Palestine cf. Dt. 21:10ff., Amos 1:9; for *Nuzi* cf. *Nuzi* II 179 (=NKD 28), and HSS IX 23 (=Gordon, AnO 12, p. 24).
29. Cf. YBT VIII p. 4; HG VI, p. 87; and Grant, AJSL 34, p. 199ff.
30. Cf. the business activities of the merchant Ubār-Shamash of Larsa in the reign of Rīm-Sin. He loaned money: VS XIII 68, 96a (=HG 1484, 1481); bought slaves: VS XIII 73, 84a (=HG 1485, 1486); bought and sold real estate: VS XIII 65a, 75a, 77a, 78, 79a, 81, 88a, 87a, 93a, etc. (=HG 1566, 1568, 1613, 1616, 1617, 1656, 1621, 1622, 1609). For Assyria see the activities of Rīmāni-Adad. He loaned money: ADD 60, 116 (=AR 153, 320); bought and sold slaves: ADD 172, 183, 187, 200, 237, 247, 258, 266, 270, 322, 424 (=AR 461, 466, 465, 482, 71, 83, 65, 538, 67, 200, 90); bought and sold real estate: ADD 331, 418, 419, 420, 444, 448, etc. (=AR 356, 211, 444, 100, 445, 443).
31. MSL I Tf. 3, col. III, 32-7.
32. *StrNbk.* 439; for the interpretation of the phrase *ana pī kalbi nasāqu* cf. Oppenheim, BASOR 91 (1943), pp. 36-7. Albright, in a note to Oppenheim's article, *ibid.* p. 37, calls attention to Psalm 22:21 where the same expression occurs: 'Save my soul from the sword, *yehidātī* ['my only child'] from the dog[s].' Interpreted in the light of MSL I Tf. 3, col. III, 32-7 and *StrNbk.* 439, the Biblical expression could mean 'save my child from exposure.' *A priori* there could be no objection to assume that the custom of exposure of unwanted children was also prevalent in Palestine, though there is no proof of this practice.
33. Cf. *David Adoption*, p. 15 and Barton, 'An Important Social Law of the Ancient Babylonians,' AJSL 37, p. 68, lines 11-12. For an adop-

tion of a child 'taken from the street' in the reign of Cambyses cf. VS vi 116 (=NRVR 712).

34. Par. 14; Ex. 21:16; Dt. 24:7.
35. Transliterated and translated by Langdon, ZA 25, p. 212f.
36. For this reading cf. Oppenheim, *Orientalia* 9, p. 25, no. 47.
37. For this reading cf. Poebel, ZA 38, p. 82.
38. See also RTC 291 (=Pélagaud, *Babyloniaca* 3, p. 103, no. 6).
39. Cf. *San Nicolò Schlusssk.*, p. 97, note 30.
40. Transliterated and translated by Pélagaud, *Babyloniaca* 3, p. 106, no. 11; see also *San Nicolò Schlusssk.*, p. 97, note 30.
41. SAL is not on the tablet.
42. PA-QAB(!).
43. Dated in the first year of Shū-Sin.
44. Transliterated and translated by Pélagaud, *Babyloniaca* 3, p. 101, no. 2.
45. See also ITT II 830, 925 (=Genouillac, RA 8, pp. 12 and 19, nos. 11, 16); ITT III 5269, 6522; ITT V 6952.
46. Dated in the tenth year of Rim-Sin. See also YBT v 141; *Babyloniaca* VII, p. 45f., and VS XIII 64a (=HG 1645, 1646).
47. CT VIII 22b (=UAZP 77).
48. *StrNbk.* 70 (=Marx, BA IV p. 40).
49. ADD 86 (=AR 43).
50. ADD 317 (=AR 39).
51. ADD 314 (=AR 42).
52. ADD 201 (=AR 38).
53. ADD 208 (=AR 40).
54. *Gadd* 52; cf. Koschaker, ZA 41, p. 27.
55. HSS v 13, 16 (=Gordon, AnO 12, nos. 17, 18, pp. 166-7).
56. Transliterated and translated by Gordon, *Muséon* 48, p. 116, no. 2. See also *Nuzi* I 50 (=NKD 19); *Nuzi* II 120 (=NKD 25). For a discussion of the Nuzian 'sale-adoption' method of movable and immovable property cf. Speiser, 'New Kirkuk Documents Relating to Family Laws,' AASOR 10, p. 13ff.; Koschaker NKR pp. 82-8; and F. R. Steele, *Nuzi Real Estate Transactions*, p. 44ff.

57. Prostitution as a means of earning a livelihood by unmarried and divorced women was a recognized and established institution in the Ancient Near East. Though not a very honorable profession, no disgrace was attached to the person practicing it. The professional prostitute was a free-born independent woman and the law protected her economic position and regulated her social status in the class pyramid of early Babylonia. In an adoption document, dated in the reign of Rim-Sin, the adopted free-born girl was to be made a prostitute (*kar-kid*) and maintain by her earnings her foster father (BE VI^a 4); in another document, dated in the reign of Kurigalzu, in the Cassite period, the adopted girl was either to be given in marriage or made a prostitute (BE XIV 40). The prostitute could marry a free man and assume the right of the first or legal wife (cf. Barton, 'An Important Social Law of the Ancient

Babylonians,' AJSL 37, p. 65, and MSL 1, Tf. 7, col. II, 23ff.). In course of time the social and legal status of the prostitute underwent a radical change. The Assyrian code treated her socially on a par with the female slave and legally as half-free. Like the unmarried temple prostitute (*qadištu*) she had to appear in public with her face unveiled and her head uncovered as a sign that she belonged to an inferior and despised social class. The degradation of the prostitute to the level of the slave in Assyria and in Neo-Babylonia was due to the fact that the majority of the prostitutes at that time were female slaves leased by their owners to individuals and to public houses.

58. OHNT 30, 42.

59. OHNT 23.

60. *Nuzi* 751 (=Chiera-Speiser, JAOS 47, p. 42, no. 5). The conditions of the sale are: A sells his daughter W into daughtership and brideship to T who may either take her as a wife for himself or give her in marriage to one of his slaves.

61. HSS IX 145 (=Gordon, AnO 12, p. 177). The conditions of the sale are: G sells her daughter H into daughtership and brideship to Hi. who may give her as a wife (1) to whomsoever she wishes; (2) to her oldest or youngest son; (3) to anyone 'in the gate'; but (4) cannot sell her for wifehood to a slave.

62. *Gadd* 35. The conditions of the sale are: M gives his daughter A into adoption to W, who may either give her as wife to his son or give her in marriage to one in the public market, that is, to a stranger. See also HSS v 17, 80 (=Speiser, AASOR 10, nos. 30, 26); TCL IX 7.

63. See note 61.

64. See note 60.

65. OHNT 23. The conditions of the sale are: (1) the girl may be given into marriage to a slave; (2) to a *tahūlu*; or (3) be made into a prostitute. The provision that the 'adopted' girl may be forced into harlotry shows that in some contracts the opposite provision was inserted, namely, that the girl could not be forced into prostitution.

66. The injunction *le- 'am nokhrî lo' yimšol le-mokhrāh* which translated literally means 'to an alien people he shall have no power to sell her,' makes no sense. *Targum Onkelos* renders '*am nokhrî* by *geber aḥaran* 'to another man,' and Rashi renders it by *aḥēr* 'to another.' Onkelos' and Rashi's renderings fit the context admirably and are in agreement with the Nuzian practice.

67. If the term *āmāh* in verse 7 be interpreted literally as meaning female slave, the whole law of vv. 7-11 becomes very perplexing and unintelligible. Surely the law does not contemplate the absurd idea that a master should have to marry every female slave in his household or marry them off to his sons. In accordance with the Nuzian practice, therefore, we take the term *āmāh* to convey here the same meaning as the Nuzian *kallātu* 'bride,' that is, the law contemplates a brideship or daughter-in-lawship sale.

68. As is the case in the later slave legislation of Dt. 15:12.

69. Cf. Mendelsohn, 'The Conditional Sale into Slavery of Free-Born Daughters in Nuzi and the Law of Ex. 21:7-11,' JAOS 55, pp. 190-95.

70. Cf. notes 58, 59.

71. The lower part of the tablet is broken off.

72. See also EG 20 (=HG 1644).

73. For the meaning of the *bukannum* phrase cf. chap. II, note 12.

74. The document was published by J. Lewy in *Archives d'Histoire du Droit Oriental* I, p. 107. The text reads *ina dannātīm* which Lewy takes as a synonym for *ina lumni* 'in distress.'

75. See also *Nuzi* v nos. 452-458, 462-463; *Nuzi* VI 613 (=Lewy, HUCA xv, p. 50.)

76. *Nuzi* v 456:13-15; see Speiser's remark in JAOS 47, p. 45, note to no. 8.

77. Cf. *Nuzi* v 449 cited above; *ibid.* 452 (=Chiera-Speiser, JAOS 47, p. 44f. no. 8), 457, 462.

78. *Nuzi* v 463; *Nuzi* VI 613 (=Lewy, HUCA xv, p. 50).

79. Cf. *Nuzi* v 449 (cited above), 452, 457.

80. The term '*ebed* 'olām 'perpetual slave,' has its parallel in Neo-Babylonian slave sale documents in which the slave is said to be sold *ana ūmi sāti* 'for ever.'

81. The law of the jubilee was most probably never enforced, cf. *Encyclopaedia Judaica*, ix, p. 496ff.

82. *MSL* I Tf. 3, col. III, 21ff.

83. *MSL* I Tf. 7, col. III, 23-45.

84. Paragraphs 185-93.

85. For an elucidation of the Ancient Babylonian laws and practices of adoption cf. *David Adoption*, and Klima, 'Zur Entziehung des Erb-rechtes im altbabylonischen Recht,' in *Festschrift Paul Koschaker*, III, pp. 80-93.

86. For the translation of *abbuttum* with 'slave mark' cf. chapter II, paragraph 'Branding.'

87. *MSL* I Tf. 7, col. III, 23-45.

88. Cf. *Meissner* BA¹ p. 150f.

89. BE VI² 4 (=ibid. p. 38 and HG 781); see also YBT VIII 152; EG 45 (=HG 1421); BE VI¹ 17 (=ibid. p. 27 and HG 14); VS 73 (=UAZP 9).

90. VS VIII 127 (=UAZP 8); see also BE VI² 24 (=UAZP 20), 57 (=ibid. p. 31); CT IV 42a (=UAZP 23); TCL I 146 (=UAZP 83); BAP 95, 96, 97, 98; Warka 94 (=HG 21); CT XXXIII pl. 40 (=HG 1426); R 1.

91. BE XIV 40 (=HG 24).

92. Cf. San Nicolò, ArO 5, pp. 284-86.

93. For similar provisions in adoption documents from the non-Semitic Nuzians cf. Gadd 9, 51; *Nuzi* 708 (=Speiser, JAOS 47, p. 40, no. 3); HSS IX 22 (=NKD 13).

94. KAJI 1 (=AssR 2); see also *ibid.* 2, 3, 4 (=AssR 5, 4, 6).

95. KAJI 6 (=AssR 3).

96. Cf. NRV 10, note.

97. Cf. AO 2221 (=AR 41).

98. Cf. Mendelsohn, JAOS 55, p. 191, note 3.

99. The thief and the offender were sold into slavery not as a punishment for the crime committed, but for the failure to pay for the damages caused and the fines imposed, cf. CH par. 53-54; *Driver-Miles* AL parag. 5; Ex. 22:2. The plight of the debtors in Ancient Babylonia often reached such threatening proportions that some kings were forced to declare a moratorium (*mišārum*) on debts, cf. Koschaker, ZA 43, p. 219f.; ABB 113; UAZP p. 379, note 7; J. B. Alexander, 'A Babylonian Year of Jubilee?', JBL 57, p. 75f.

100. Par. 86-9. (Deimel edition, par. 3*-4*, p. 21f.).

101. BAP 10.

102. VS VIII 93-4 (=UAZP 45); MSL I Tf. 2, col. I, 20.

103. Cf. UAZP pp. 65-75. It would seem that each city had its own interest rate, cf. MSL I Tf. 2, col. I, 34: *ši-ib-tu ki-ma (ali)* 'interest according to the city rate.'

104. For the meaning of *maškānu* 'threshing floor,' cf. Goetze, AJSL 52, p. 159.

105. Cf. Huber, 'Die altbabylonischen Darlehnstexte aus der Nippur-Sammlung in K. O. Museum,' in *Hilprecht Anniversary Volume*, pp. 189-222, and Meissner, *Warenpreise in Babylonien (Abhand. der Preuss. Akad. der Wissen., phil.-hist. Klasse, 1936, no. 1)*, pp. 7, 29f.

106. Cf. HR p. 80.

107. Cf. AR p. 459f.

108. ADD 32 (=AR 245).

109. For the rate of interest charged in Middle Assyria cf. Koschaker NKR pp. 94-6, and 106, note 2.

110. Huber, op. cit. p. 202; VS VIII 86 (=UAZP 106).

111. BE IX 6 (=ibid. p. 34, no. 5).

112. BE IX 4 (=ibid. p. 33, no. 4).

113. ADD 127, 17, 151 (=AR 314, 246, 319).

114. VS I 99 (=AR 271).

115. The insertion of *ilka* was kindly suggested to me by Professor Speiser.

116. Cf. *Gadd* 16; HSS XIII 21:11; etcetera.

117. *Gadd* 57, 80, etcetera.

118. Ex. 22:24; Dt. 23:20; Lev. 25:35-37.

119. Cf. Ez. 18:8-17, 22:12; Ps. 15:5; Prov. 28:8; Nehem. 5:4ff., and see Jer. 15:10: 'I have neither lent on usury nor have men lent to me on usury.'

120. Dt. 23:21; see also Ex. 22:24 and Lev. 25:36-37. It would be interesting to compare these passages in which the taking of interest from foreigners is permitted with the high interest rate charged on loans to foreigners in the Semitic colony of Kanish in Cappadocia. It was observed by F. J. Stephens (*Studies of the Cuneiform Tablets from Cappadocia*, p. 21) that in those cases where an exorbitant rate was charged,

the borrower bore a non-Semitic name. The high interest may be explained by the risk involved in lending money to non-members of the community.

121. Cf. MSL I Tf. 2, col. iv and p. 136f.

122. Par. 114-19, 151-2; cf. *Koschaker* BAB pp. 117-36; *Koschaker* RS p. 216; *Driver-Miles* AL p. 272f.

123. *Driver-Miles* AL p. 272ff.

124. VS viii 26 (=UAZP 64); cf. *Koschaker* BAB p. 20f.

125. BE xiv 135 (=ibid. p. 37); cf. *Koschaker* BAB p. 65f. and note 22; for similar cases in the Cassite and in the Persian periods cf. UZDBD 16; *StrCyr.* 281 (=BR² p. 76); BE ix 57 (=HR 11); BE x 10 (=HR 13); see also *Koschaker* BAB p. 58f.

126. EG 57 (=HG 1474).

127. VS xiii 96a (=HG 1481).

128. For the interpretation of paragraphs 117-19 cf. *Koschaker* BAB p. 129ff.; *Driver-Miles* in *Studia et Documenta ad Iura Orientis Antiqui Pertinentia*, ed. M. David, II, pp. 65-67; Th. J. Meek, *Journal of Near Eastern Studies*, vii, pp. 180-83.

129. UZDBD 116.

130. BM 84-2-11, 172 (=BR² p. 73f.); cf. *Koschaker* BAB p. 52.

131. Scheil, RA xii, pp. 1-13 and SHBD p. 28ff.

132. *StrNbn.* 655 (=BR¹ p. 26); see also *StrNbk.* 366 (=BR¹ p. 12); *Koschaker* BAB p. 47, note 14.

133. VS vi 187 (=NRVR 341).

134. For the pledging of wives and children in the Semitic colony of Kanish in Cappadocia cf. ARK 14, 15.

135. KAJI 28 (=AssR 43); see also ibid. 70 (=AssR 56).

136. KAJI 17 (=AssR 13); see also ibid. 41, 46, 22 (=AssR 24, 14, 34).

137. KAJI 66 (=AssR 55); see also ibid. 60, 167 (=AssR 48, 7).

138. Cf. *Driver-Miles* AL pp. 271-290.

139. *Driver-Miles* AL parag. 44; cf. *Koschaker* NKR p. 104, note 2.

140. For the interpretation of this law cf. *Driver-Miles* AL pp. 284-90.

141. ADD 85 (=AR 656).

142. ADD 86 (=AR 43); see also ADD 75, 152 (=AR 652, 653).

143. For an interpretation of the *ditennūtu* clause in the Nuzian documents cf. *Koschaker* NKR pp. 131-37; F. R. Steele, *Nuzi Real Estate Transactions*, p. 44ff.

144. Literally: 'He shall cause himself to go out' (from the house of the creditor); see also *Nuzi* iii 309, 317; HSS ix 13 (=NKD 33, 35, 7); OHNT 26; *Gadd* 32.

145. OHNT 61, 62 (in both cases a son was given as a *ditennūtu*).

146. OHNT 27 (son given as a *ditennūtu*).

147. *Nuzi* iii 293 (daughter given as a *ditennūtu*).

148. *Nuzi* iii 304, 306; OHNT 24, 60.

149. OHNT 28 (daughter); 63 (debtor himself).

150. This translation of *šdd* was suggested to the writer by Professor Speiser.

151. Cf. *Koschaker* GR p. 90.

152. OHNT 29.

153. The text reads *šeršeretu* 'chains.'

154. *Gadd* 54.

155. OHNT 60; *Nuzi* III 303 (=Gordon, *Muséon* 48, p. 131, no. 15).

156. Amos 2:6.

157. Is. 50:1.

158. Cf. Job 22:6.

159. Ex. 21:2-3.

160. 15:12-18.

CHAPTER II

1. T. Jacobsen, *Cuneiform Texts in the National Museum, Copenhagen*, no. 54, col. I, line 11.

2. RV 50:1; see also *ibid.* 51:1.

3. RTC 290:2; ITT III 5276.

4. RISA p. 68, no. 10; Schollmeyer, MAOG 4, p. 191, no. 2:1.

In the Hammurabi period the generic term for slave *wardum*, fem. *amtum* (cf. Thureau-Dangin, ArO 1, p. 271), is usually preceded by the determinative *rēšu* 'head.' The general terms for domestics, including male and female slaves, are *rēšaštapīru* (BB 69; MSL I, Tf. 2, col. IV, 28; *StrCamb.* 349) and *ṣuḥāru*, fem. *ṣuḥārtu* (BB 116, 185, 215). The latter term, literally 'young man, boy,' is also employed in Neo-Babylonia (NRVR 18, 19), in Nuzi (HSS IX 13, *Nuzi* III 312), and in Palestine (the Hebrew equivalent of the Accadian *ṣuḥāru* is *na'ar*, cf. Gen. 18:7, Judg. 19:3, 9, etc.). In the Neo-Babylonian period, the old designations *ardu*, *amtu* are employed alongside with *qallu*, fem. *qallatu*. The latter are often preceded by the determinative *amēlu* 'man.' The collective term for slaves is *amēlūtu*. The Late Assyrian documents employ the term *amēlu* 'man,' *nīšū* 'people,' and *napšāti* 'souls.' Additional terms are *amēlūti šimē* and *mārē šimē* 'purchased people,' and the collective *qinnātu*, literally 'family, family possession' (cf. ABL 99, 1287=RCAE 99, 1287; this term is also used in Neo-Babylonia, cf. LBL 49). In Nuzi, the Accadian terminology is used with the addition of two new terms: *taluhlu*, which Speiser renders 'servants' (OHNT 10), and *šīru*, literally 'flesh, body,' as a designation for slave children.

The Old Testament terminology consists of three terms: '*ebed* for male slave, and *āmāh* and *šifhāh* for female slave, and the descriptive designation *mignat kesef* 'bought with silver.' The Ugaritic terminology is the same as that of the Old Testament: '*bd* for male slave, and *amt* for female slave.

5. RTC 16 (=Langdon, ZA 25, p. 211f.); see also RTC 294 (=Pélagaud, *Babyloniaca* 3, p. 100, no. 1).

6. Followed by the names of the witnesses and the date. A translation of the document is given *ibid.* p. 59.

7. The text with a summary translation was published by Ungnad, *ArO* 7, p. 8.

8. Followed by the names of the witnesses, the seal, and the date: *mu si-mu-ru-um^{ki} ba-hul*.

9. This is followed by the names of the witnesses and the date: *itu bil-bil-gar u₄-12 ba-zal mu ús-sa bād-gal nibru^{ki} ba-dù*. A translation of the text is given *ibid.* p. 136.

10. This is followed by a seal, the names of the witnesses, and the date: eighth year of Shū-Sin.

11. This is followed by *lugal* . . . *šabra* and the names of the witnesses.

12. For a discussion of this clause and further references cf. *San Nicolò Schlussk.* p. 24, note 44; for a similar practice in Nuzi cf. Lacheman, *JBL* 56, p. 53f. and *OHNT* 31, 32; For Palestine cf. *Ruth* 4:7-8.

13. Followed by the names of the witnesses.

14. This document is dated in the tenth month of the eleventh year of Rim-Sin, in YBT v 145 (see par. 'Self-Sale' p. 15) dated in the eleventh month of the same year, Ishtar-ellati sold herself for a price to the same Balmunamhe. How she could manage within the period of two months to be sold and then sell herself is not clear, cf. *Lautner AP* p. 5f., note 19.

15. VS VII 50 (=UAZP 84); see also TCL I 156 (=UAZP 85); VS VII 50, 53 (=HG 430, 431); CT XXXIII 41 (=HG 1642).

16. Pars. 278-9; for a discussion of these clauses cf. *San Nicolò Schlussk.*, p. 138ff.

17. The terms 2-7 are found in documents dated in the Persian and Greek periods, cf. *StrDar.* 212; TCL XIII 248 (=NBBAD 248); VS v 128 (=NRVR 96); VS xv 3. What the nature of the *šušānūtu*, *paššūru* and *kizazūtu* services was is not clear. (Ungnad in his *Glossar* to NRVR translates *šušānu* 'Viehwärter' and *paššūru* 'Schüssel, Tisch.') These terms expressed certain services unquestionably connected with the *corvée* obligation of the slaves in that period, cf. *Koschaker BAB* p. 179f. and *BRVU* p. 19f.

18. *San Nicolò* and Ungnad in NRVR no. 63, find no satisfactory explanation for this term and translate *pūt sīhī* 'für einen Ändernden(?)'. Augapfel in *BRRAD* p. 87, translates it 'Rebellion'; *Deimel* *ŠL* 3², p. 325, renders it 'Unordnung hervorrufen; Rechtsansprüche erheben.' Since *pāqirānu* is used in these documents for 'claimant,' *sīhū* may perhaps mean a claim raised by the slave himself against his forcible transfer to a new master, cf. *Koschaker BAB* p. 177.

19. This term is also found in documents dated in the Persian period, cf. VS v 53, 126 (=NRVR 71, 85); *StrCamb.* 290. *San Nicolò* and Ungnad in NRVR 71 suggest that this term might be the Neo-Babylonian equivalent of the Ancient Babylonian *teb'itum* 'inquiry,' cf. *Koschaker BAB* p. 181 and *San Nicolò Beiträge* p. 209, note 1.

20. This clause is found in the Persian period. Its legal meaning 'cleansing' is not clear, cf. *Koschaker BAB* p. 192ff., *San Nicolò Schlussk.* pp. 171, note 79, 195, and *San Nicolò Beiträge* p. 208.

21. *StrNbk.* 67: *pu-ut si-ḫi-i u pa-qir-ra-nu amat-šarru-ú-tu u mar-ba-nu-tu š u U na-šu-ú* 'Responsibility for rebellion, claimant, king's service, and personal freedom S and U (the sellers) bear.' See also *StrNbk.* 100; *StrNbn.* 336, 509, 533, etc.; *NRB*¹ 19; *AENP* 95; *NRV* 19; *YBT* vi 5, 207; *VS* v 30/31 (=NRVR 65), etc.

22. *StrNbk.* 346 (=BR¹ p. 5).

23. *UMBS* II¹ 65 (=BRRAD p. 87).

24. *BRM* II 2, 10; see also *BRM* II 25 (=ibid. no. 8).

25. *TCL* XIII 248 (=NBBAD 248); *VS* v 128 (=NRVR 96).

26. *UAAMZ* nos. 169 and 171 (p. 81ff.), see also no. 100 (p. 85).

27. *ADD* 211. Kohler-Ungnad *AR* 217 regard *šibtu bennu* as one term and accordingly translate 'für Ergriffenwerden von Epilepsie.' This is incorrect. *Šibtu* represents a different disease and is best translated by leprosy, cf. *Koschaker* *BAB* p. 247, and *Deimel* *ŠL* 3², p. 364b who renders it 'Eine chronische Krankheit'; see also *ADD* 232 (=AR 458) where the text has only *šibtu* without *bennu*.

The exact meaning of *sartu* in this case is not clear. Kohler-Ungnad translate it 'Reklamation' (cf. *ADD* III, p. 259f. and 394f.). *Deimel* *ŠL* 3², p. 340 and Bezold-Götze, *Babylonisch-Assyrisches Glossar*, p. 217, translate the term 'Widerspenstigkeit, Aufruhr, Falschheit.'

28. *ADD* 172, 181, 183, 187, 208, 212, 242, 247, 248, 257, 280, 288, etc. (=AR 461, 460, 466, 465, 40, 459, 457, 83, 455, 66, 215, 77).

29. *ADD* 206, 229, 230, 240, 254, 308, 477, etc. (=AR 196, 64, 60, 59, 192, 57, 61).

30. Cf. *ADD* 429 (=AR 105) where the three-fold formula is given.

31. *ITH* 109.

32. *Nuzi* v 445; *Nuzi* II 115 (=NKD 22); *HSS* v 37, 100 (=Speiser, *AASOR* 10, nos. 38-9); *HSS* ix 17, 25 (=NKD 9, 14).

33. *EG* 64=YBT VIII 12 (=HG 1633).

34. For the Cassite period cf. *UMBS* VIII² 162 (=ibid. p. 134f.); for the Neo-Babylonian period cf. *StrNbn.* 257, 509; *UMBS* II¹ 65 (=BRRAD p. 87); *BM* 84.2-11, 33 (=BR² p. 48).

35. For Ancient Babylonia cf. *CT* VIII 22c (=UAZP 79); for the Neo-Babylonian period cf. *YBT* VI 73; *StrNbn.* 765 (=BR¹ p. 27); *TCL* XIII 200 (=NBBAD 200); *StrCamb.* 309; *NRB*¹ 11, 19; *VS* v 53, 56 (=NRVR 71, 72).

36. *CT* VIII 27a (=HG 429); see also *BE* VI¹ 116 (=UAZP 204).

37. *BE* XIV 7 (=HG 434).

38. Cf. *StrNbk.* 67, 'infant at the breast'; *StrNbk.* 100, 'three-year-old girl'; *StrNbn.* 832, 'infant at the breast'; *VS* v 35 (=NRVR 67), 'one-month-old boy'; *StrCamb.* 334, 'girl, three-months-old.'

39. *CTM*² 11-12.

40. *StrNbn.* 196 (=KB 4 p. 222, no. 18).

41. *YBT* VII 164 (=San Nicolò, *ArO* 4, p. 182f.).

42. *ADD* 229, 230, 231, 237, 238, 240, 241, 246, 247, 253, 258, 270, 274, 288 (=AR 64, 60, 202, 71, 201, 59, 73, 82, 83, 85, 65, 67, 69, 77).

43. *ADD* 233, 254, 257 (=AR 208, 192, 66).

44. CT VIII 6a (=HG 450); see also VS XIII 85a and EG 9 (=HG 1659, 1663).

45. VS VIII 4.5 (=HG 776).

46. *StrCamb.* 377 (=BR² p. 39).

47. *StrNbk.* 101 (=BR¹ p. 7).

48. UAAMZ p. 85 (VAT 9003=100).

49. ADD 252 (=AR 633); see also UAAMZ p. 82 (VAT 8996=171).

50. ADD 318 (=AR 632).

51. HSS IX 17 (=NKD 9).

52. *Archives d'Histoire du Droit Oriental* I, p. 105.

53. *Koschaker* NKR pp. 67-81; see also Speiser, AASOR 10, p. 12 and Oppenheim, AnO 12, p. 271.

54. For the public sale of slaves in Palestine in the Talmudic period cf. J. Winter, *Die Stellung der Sklaven bei den Juden*, p. 5.

55. MSL I Tf. 7, col. III, 23-8, see also *ibid.* Tf. 2, col. IV, 2-5. The slave mark (Sumerian *gār*) is already found in a document from Lagash dated in the Third Dynasty of Ur, cf. Fisch, 'Eight Juridical Texts,' AnO 12, p. 103, no. 4.

56. VS VIII 127 (=UAZP 8); BE VI¹ 17 (=ibid. p. 27); VS VIII 73 (=UAZP 9); TCL I 146 (=UAZP 83); CT XXXIII pl. 40 (=HG 1426). The same formula is found in the Middle Assyrian adoption document KAJI 6 (=AssR 3). The cutting of the hair, which in the above mentioned documents precedes the selling into slavery of the rebellious adopted children, was not a slave mark. It was considered an act of disgrace meted out also to persons guilty of spreading false rumors concerning the chastity of priestesses and married women (CH par. 127, and see also A. Büchler, 'Das Schneiden des Haares als Strafe der Ehebrecher bei den Semiten,' WZKM 19, pp. 91-138); to fraudulent claimants, CT VIII 45b (=UAZP 263), VS VIII 102 (=UAZP 264); and to disobedient wives, BE VI² 48 (=UAZP 6), BAP 89. For a discussion of this problem cf. *Koschaker* RS p. 207f.

57. BAP 95, 96; BE VI² 57 (=HG 783).

58. CT VI 29 (=UAZP 37).

59. Cf. SHBD p. 82 and Eisler, 'Das Qainzeichen und die Qeniter,' MO 23, p. 54.

60. Cf. *Koschaker* RS p. 202f.

61. Schorr (UAZP 28) reads BI *nam-geme-ni in-bi* and translates 'Die Auflösung(?) ihrer Sklavenschaft hat sie erklärt.' However, the sign *b¹* has also the value *kás*.

62. HSS V 73 (=Speiser, AASOR 10, no. 20).

63. HSS V 35 (=NKD 1); see also HSS IX 12:13.

64. David's opinion (*David Adoption*, p. 49ff.) that *abbuttum* means part of the head and that *abbuttam šakānu* in the codes as well as in the adoption documents is to be rendered 'Das Haar des Hinterkopfes zu einer bestimmtem Tracht gestalten,' is in view of the cited Nuzi documents highly improbable. Feigin in AJSL 50, p. 227, cites an omen tablet in which the following phrase is found: *šum-ma iz-bu ab-bu-ut-tu . . .*

mātu a-si-ru-tum il[lak] 'Suppose a fetus(?) has a slave mark, the country will go captive.' *Abbutum* here cannot mean, of course, a particular hair cut, but a birth mark looking like a branded or tattooed slave mark. See also *Koschaker* GR p. 73, note 2.

65. BRM III, Introduction, pp. 10-16; see also R 94-103, and BIN VII, Introduction, p. 4. For the use of such tags with the name of the owner on them and hung on the necks of animals cf. OHNT 10.

66. BRM III 101, 181; see also B. Meissner, *Babylonien und Assyrien*, I, p. 382. On the wearing of clay and metal tags by slaves and animals in Babylonia in the Talmudic period cf. *Babylonian Talmud*, Tract *Sabbath* fol. 58: 'A slave may go out with a seal (*hotām*) round his neck, but not with a seal on his garment . . . Why may he not go out with a seal on his garment? Lest it break off . . . The former refers to a metal (seal) and the latter to a clay (seal).'

67. CT IV 42a; VS VIII 55; TCL I 68-69; CT VIII 48a; BE VI¹ 96; CT II 33 (=UAZP 23, 24, 25, 27, 29, 31); CT VIII 29a, 29b, BIN II 76 (=HG 27, 28, 1428).

68. Cf. UAZP p. 43ff.

69. Some slave adoption documents contain no reference to the cleansing of the forehead, cf. VS VII 5-6; CT II 40b (=UAZP 26, 30).

70. *StrNbn.* 666; *StrCyr.* 332; YBT VII 130; VS v 90, 93, 95, 114, 128, 130, 133, 142 (=NRVR 80, 81, 84, 86, 96, 92, 89, 94).

71. VS v 116 (=NRVR 90); see also BRM II 25:3 (=ibid. no. 8), and VS xv 20:4.

72. *StrNbn.* 693; see also VS v 126 (=NRVR 85); *StrDar.* 537.

73. BE VIII¹ 106:9-10; cf. Ungnad, OLZ 11, 2. Beiheft, p. 23.

74. TCL XIII 132, 133 (=NBBAD 132, 133); VS v 94 (=NRVR 101).

75. Cf. B. Meissner, *Babylonien und Assyrien*, I, p. 382.

76. BRM II 25:3 (=ibid. no. 8), and VS xv 20:4.

77. BRVU p. 18, note 13.

78. *StrNbn.* 1113:24 (=KB 4 p. 255, no. 59).

79. The term *šimtu* is mentioned as an animal property mark in CH par. 265.

80. For a discussion of the term *šindu* cf. Ungnad OLZ 11, 2. Beiheft, p. 23f.; SHBD p. 82ff.; and San Nicolò, ArO 4, p. 338, note 2.

81. YBT VI 129:2 (=SHBD p. 43); BIN I 120:4.

82. *StrCyr.* 307:9.

83. A. Cowley, *Aramaic Papyri of the Fifth Century B.C.*, no. 28:4-6.

84. YBT VI 79:14-15 (=SHBD p. 38f.); see also ibid. 224:20 (=SHBD p. 36f.).

85. Cf. YBT VII p. 13.

86. YBT VI 154 (=SHBD p. 33f.).

87. YBT VII 66 (=SHBD p. 34f.).

88. YBT VI 224 (=SHBD p. 36f.); see also TCL XIII 179 (=NBBAD 179). For a discussion of the temple slave mark in Neo-Babylonia cf. SHBD pp. 81-8.

89. The 'piercing of the ear' mentioned in the Middle Assyrian code, paragraphs 40, 44 is one of many punishments meted out, in the first case, by the court to a man who failed to apprehend a veiled harlot, and in the second case, by a master to his disobedient slave.

90. Cf. notes 62, 63.

91. YBT III 125:38-39 (=NBU C125); for Ancient Babylonia cf. *MSL* I Tf. II, col. IV, 1-15.

92. *Hā-rôšēm 'al 'abdô šelô' yibraḥ pāṭûr, Tosefta Makkot* IV 15 (ed. Zuckerman, p. 443).

93. That the female slave was not always bought with the sole purpose of acquiring household help is evident from the high prices which some of them fetched in the market. Their youth and beauty were more decisive in fixing their value than their ability to work.

94. Par. 170.

95. Par. 171. According to a Sumerian law (UMBS I² 102, col. I, lines 14ff. [=Langdon, *JRAS* 1920, p. 505 and Ungnad, *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte. Romanistische Abteilung*. 41, p. 191f.] children born of a union between a female slave and her master and set free by him during his lifetime have no share in their father's property after his death.

96. CH par. 145, 148.

97. Par. 146: '. . . Because she has given birth to children, her mistress may not sell her for money, but she may put a slave mark on her and count her among her slaves.'

98. Par. 147: 'If she has not given birth to children, her mistress may sell her for money.'

99. CT VIII 22b (=UAZP 77).

100. Cf. par. 146.

101. Gen. 16:6.

102. YBT VII, 66 (=SHBD p. 34ff.).

103. TCL I 133 (=UAZP 82).

104. ADD 308, 309, 711 (=AR 57, 56, 55).

105. CTM¹ 11-12.

106. KB IV p. 320, no. 2:15ff.

107. Cf. ch. I, par. 'Sale of Minors.'

108. OHNT 23.

109. *Nuzi* 751 (=Chiera-Speiser, *JAOS* 47, p. 42, no. 5).

110. *Nuzi* 745 (=Chiera-Speiser, *JAOS* 47, p. 43, no. 6).

111. OHNT 23. For the employment of slave girls as prostitutes cf. OHNT 51.

112. A brothel *SALbīt zikrētīm*, into which a homeless man let himself be adopted, is mentioned in a private letter of the Hammurabi period, cf. CT XXIX 7a (=BB 164); for references to Assyrian and Nuzi public houses (*bīt altamme* and *bīt ḥurizati*) cf. *Driver-Miles AL*, par. 14 and p. 462, and OHNT 4, note 13; the Palestinian equivalent was the *beit 'iššāh zonāh* of Josh. 2:1; 6:22.

113. *Driver-Miles AL*, par. 40.

114. *StrNbk.* 409 (=BR⁴ p. 28).
115. *StrNbn.* 679 (=BR⁴ p. 29), cf. Meissner, *MVAG* 11¹⁻², p. 14; *StrNbn.* 682 (=KB 4 p. 245, no. 43).
116. Read *yūmāt* (singular).
117. Cf. Ch. Tchernowitz, *Tôledôt ha-halākhāh*, III, p. 322 and E. Neufeld, *Ancient Hebrew Marriage Laws*, p. 165f.
118. Lev. 20:10.
119. That the consent of the master was needed for such a marriage is not stated in the Hammurabi Code, but it may be taken for granted that this was the case.
120. Cf. HSS v 43 (=NKD 2).
121. OHNT 39.
122. Cf. TCL I 29 (=BB 143); TCL I 133 (=UAZP 82); see also CT VIII 28b (=UAZP 288) where a distinction is made, as in Gen. 17:23, between the houseborn slave and the one 'bought with money.'
123. VS XVI 4 (=AB² 12).
124. CT VIII 30a (=HG 1112); these slaves are referred to as *warad bītīm* and *amat bītīm*.
125. VS IX 164 and CT VIII 28b (=UAZP 80, 288); in the first document the female slave is referred to as *amtum sinništu ša bītīm* 'the female slave of the house.'
126. VS XVI 4 (=AB² 12); VS IX 164 (=UAZP 80).
127. VS VII 96, 183; CT VIII 8d (=HG 195, 1288, 597).
128. ZDMG 69, p. 420f.; the Nuzi term is *nīš bīti ša ēkallim* which Speiser translates 'the domestics of the palace,' in OHNT 51.
129. BE IX 68, 15 (=BRRAD pp. 13, 34) UMBS II¹ 20, 126, 137 (BRRAD pp. 60, 97, 74). Kohler-Ungnad in HR 53, 76 and p. 75, translate the term *mār bīti* sometime "Hauskind" and sometime 'Klient.' The term 'client' is not very accurate. It should, however, be pointed out that the translation of *mār bīti* is not as definite as that of *wilūd bītīm* in Ancient Babylonia, for in one case (BE IX 14=HR 73), the father's name of a *mār bīti* is given, he therefore could not possibly have been a houseborn slave.
130. BE IX 69 (=ibid. p. 32 and HR 66): *amēlmārēmeš bītātīmeš-ka . . . u amēlardānīmeš-ka* 'your house slaves and slaves; 'BE X 9, 56 (=HR 67, 30).
131. CTM² 60; TCL XIII 193 (=NBBAD 193).
132. TCL XIII 193 (=NBBAD 193); BE VIII¹ 2 (=ibid. no. 3).
133. RCAE 963.
134. OHNT 10, note.
135. Gen. 17:12; Lev. 22:11; Jer. 2:14; Eccl. 2:7.
136. Gen. 15:3.
137. UMBS I¹ 101, col. II, lines 14ff. (=Langdon, JRAS 1920, p. 500, par. 5, and Ungnad, *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte. Romanistische Abteilung*. 41, p. 189).
138. LIH plate 177, no. 92 (=ibid. p. 135f. and BB 69).

139. MSL I Tf. 7, col. IV 13-22 and p. 250f.; and see A. Pohl, *VAT 8875, die 6. Tafel der Serie "ana ittišu,"* p. 19 (MAOG V²).

140. Cf. EG 6, 16, 21, 22, 24, 25, 28, 63, see also 5, 17 (=HG 1480, 1475, 1478, 1476, 1479, 1473, 1477, 1487, 1472, 1471); Grant, *AJSJL* 33, p. 200 and 34, p. 199f.

141. For the interpretation of lines 7-9 cf. *Lautner* AP p. 7, note 23; *San Nicolò Schlussk.*, p. 225, note 37; and now Goetze, *JAOS* 65, pp. 223-6.

142. VS xvi 20 (=AB² p. 70, no. 8).

143. BE xiv 2 (=Luck. p. 13), cf. Ungnad, *OLZ* 10, p. 143a.

144. ADD 68, 66 (=ibid. III, nos. 473, 475; AR 112, 124).

145. *StrNbk.* 346 (=BR¹ p. 5).

146. *StrDar.* 431:11-13 (=BR² p. 30).

147. VS v 128 (=NRVR 96); *TCL* XIII 248 (=NBBAD 248).

148. YBT III 46 (=NBU 46).

149. *StrDar.* 53 (=BR² p. 51f.).

150. *StrDar.* 207 (=BR² p. 50).

151-152. HSS IX 9 (=NKD 5).

153. Gen. 16:6.

154. I Sam. 25:10.

155. I Sam. 30:15.

156. I Kings 2:39-40.

157. Cf. ch. II, par. 'Manumission.'

158. Par. 199.

159. Par. 213.

160. Par. 214.

161. Par. 219.

162. Par. 220.

163. Par. 231.

164. Par. 252; that is twenty shekels, the average price of a slave.

165. Par. 116.

166. Ex. 21:32.

167. Thureau-Dangin, *Die sumerischen und akkadischen Königsinschriften* (VAB 1), p. 102-3, 13:6-9.

168-169. Ex. 21:20-21.

170. I Sam. 30:13.

171. MSL I Tf. 2, col. IV 10-14.

172. UMBS I² 101, col. 3, lines 3-13 (=Langdon, *JRAS* 1920, p. 500f.). The text reads (lines 12-13) *kiši₄-bi al-búr-e* which Langdon translates 'upon his forehead shall one incise a mark.' The meaning of *búr* 'to incise,' is, to my knowledge, not documented.

173. BE IV² 8 (=UAZP 28).

174. VS VII 5-6 (=UAZP 26).

175. CT VI 40c (=UAZP 52).

176-177. AENN 35 (=ibid. p. 21f.).

178. VS v 84 (=NRVR 132); see also BE x 56 (=HR 30).

179. BRM II 175 (=BRRAD p. 59).

180. BRM II 215 (=BRRAD p. 79); see also *ibid.* 137 (=BRRAD p. 74); BE IX 60.30.10 (=BRRAD p. 67; HR 3, 51).

181. Cf. BE x 54 (=HR 56); see also VS VI 60 (=NRVR 408); VS III 50, 59, 216 (=NRVR 410, 412, 471); BE IX 26, 29, 65, 99 (=BRRAD pp. 64, 70, 72, 78).

182. BE IX 55, 101 (=BRRAD pp. 96, 76); VS VI 60; VS III 14, 183, 220; VS V 121 (=NRVR 408, 397, 468, 460, 387); BE IX 86a (=BRRAD p. 66).

183. *StrNbk.* 17 (=KB 4 p. 300); see also CTM¹ 17.

184. VS IV 203 (=NRVR 223); see also VS IV 134, 167 (NRVR 362, 334).

185. *StrCyr.* 395 (=BR³ p. 49); VS III 40 (=NRVR 241); BE IX 21 (=HR 37).

186. *StrCyr.* 12 (=Demuth, BA 3, no. 8); *StrCamb.* 164, 409 (=Ziemer, BA 3, nos. 9, 8); *StrDar.* 82 (=KB IV p. 305), *ibid.* 177, 386 (=BR³ pp. 22, 9); VS III 189; VS VI 73, 96, 122 (=NRVR 340, 246, 585, 263); BE IX 54 (=HR 44); BE x 4 (=BRRAD p. 21); UMBS II¹ 112, 118, 124, 131 (=BRRAD pp. 96, 83, 75, 19).

187. TCL XII 53, 59, 75 (=NBBAD 53, 59, 75).

188. VS VI 87 (=NRVR 145); *StrCamb.* 330, 331 (=Ziemer, BA 3, nos. 13, 14).

189. *StrDar.* 380, 490 (=BR³ p. 8; BR⁴ p. 41); UMBS II¹ 20 (=BRRAD p. 60).

190. BM 84, 2-11, 122 (=BR³ p. 35).

191. *StrDar.* 82 (=KB 4 p. 305).

192. *StrNbk.* 175; *StrNbn.* 666; BE x 105 (=HR 62); VS V 111 (=NRVR 87); UMBS II¹ 113 (=BRRAD p. 87).

193. UMBS II¹ 81, 111, 115, 137 (=BRRAD pp. 78, 95, 77, 74).

194. VS V 14, VS VI 41 (=NRVR 152, 660).

195. Cf. NRVR p. 186.

196. *StrNbn.* 838, 858 (=BR¹ p. 1).

197. VS V 24 (=NRVR 376).

198. BE IX 75 (=HR 77); BE x 58 (=HR 79).

199. *StrNbk.* 419 (=BR² p. 6).

200. CT IV 39c (=HR 89; dated in the reign of Alexander).

201. *StrNbn.* 738 (=BR¹ p. 3).

202. *StrDar.* 509 (=BR⁴ p. 17).

203. ADD 366, 434 (=AR 52, 54).

204. ADD 161, 366 (=AR 51, 52).

205. ADD 311 (=AR 53).

206. ADD 447 (=AR 61).

207. ADD 253 (=AR 85), and cf. *ibid.* III, p. 474, no. 725.

208. ADD 255 and see also 229 (=AR 50, 64).

209. HSS IX 30; see also HSS IX 14, 29 (=NKD 8, 15); HSS XIII 310; Koschaker, 'Randnotizen zu neuern keilschriftlichen Rechtsurkunden,' ZA 43, p. 196f.

210. HSS ix 22 (=NKD 13).
 211. HSS ix 19, 20 (=NKD 10, 11).
 212. HSS ix 21 (=NKD 12).
 213. HSS ix 145 (=Gordon, AnO 12, p. 177).
 214. *Gadd* 9.
 215. Cf. OHNT 51.
 216. HSS v 66 (=Speiser, AASOR 10, no. 5).
 217. OHNT 52.
 218. *Gadd* 54.
 219. *Nuzi* II 140 (=NKD 26).
 220. OHNT 42-4.
 221. OHNT 30-33. For a discussion on the peculium in Nuzi cf. Koschaker, ZA 43, p. 197 and Gordon, ZA 43, p. 168.
 222. I Sam. 9:8.
 223. II Sam. 9:10.
 224. CT vi 29 (=UAZP 37).
 225. Cf. Schorr, WZKM 22, p. 385ff. and Koschaker RS p. 103ff.
 226. Scheil, RA 12, pp. 1-13; cf. SHBD p. 28ff.
 227. The *shirgūtu* order included among its members also freeborn Babylonians who possessed property of their own, cf. SHBD pp. 71, 89.
 228. Cf. Schorr, WZKM xxii, p. 385f. and Koschaker RS p. 103f.
 229. *Babylonian Talmud*, Tract *Giṭṭin*, *Mishnah* iv. 6.
 230. Witnesses: 5. *maḥar i-dī-ādad mār ri-iš-ādad*. 6. *maḥar dšamaš-ga-mil mār dsin-še-mi*. 7. *maḥar mu-na-wi-ru-um mār nu-ūr-dšamaš*. 8. *maḥar a-wi-il-ilī mār dsin-ub-lam*. 9. *maḥar dsin-i-dī-nam*. 10. *maḥar i-dī-dšamaš mārē sī-li-lum*. 11. *maḥar dšamaš-tap-pa-šu mār dšamaš-mu-dī*. 12. *maḥar im-gur-dsin*. 13. *maḥar i-lī-e-ri-ba*. 14. [x-x-x] *ir-ši-tim*. 15. [x-x-x-x] *e-ri-iš*. Seals.
 231. Cf. VS viii 55, CT vi 26a (=UAZP 24, 33); CT viii 29a, 29b (=HG 27, 28).
 232. BE vi 96 (=UAZP 29); see also TCL i 68-69 (=UAZP 25).
 233. VS viii 4-5 (=UAZP 32).
 234. CT vi 37a (=UAZP 35).
 235. VS viii 4-5 (=UAZP 32).
 236. CT vi 37a (=UAZP 35).
 237. Scheil, RA 14, p. 152 (=HG 1427).
 238. BIN ii 76 (=HG 1428).
 239. UMBS viii² 137.
 240. CT ii 33, Gr 14, VS ix 192 (=UAZP 31, 34, 36).
 241. BE vi² 8 (=UAZP 28).
 242. VS viii 5-6 (=UAZP 26).
 243. *kišib nam-sikil* UMBS viii² 137; BE vi² 8:8.
 244. TCL i 68-69 (=UAZP 25); cf. Koschaker GR p. 72ff.
 245. *StrNbn*. 697 (=KB 4, p. 245, no. 44).
 246. *StrCyr*. 339 (=BR⁴ p. 13).
 247. ADD 77, 85, 176, 218 (=AR 133, 656, 630, 188).

248. ADD III, p. 385.

249. KAJI 7 (=AssR 1).

250. Thureau-Dangin, *Syria* 18, p. 249ff. (RS 8.208). According to the Middle Assyrian law, par. 42-3 (cf. *Driver-Miles AL* p. 411), the anointing of the bride's head was part of the marriage ceremony. If this practice was also current in Syria in the middle of the second millennium B.C., then the pouring of oil on the head of the freed slave girl in this document had nothing to do with her release, but rather with her being given in marriage.

251. See ch. I, par. 'Sale of Minors.'

252. Jer. 34:8-16.

253. Nehem. 5:2-5.

254. Cf. *Mekhiltā de-Rabbi Yishmā'el*, ed. M. Friedmann, f. 85.

255. Cf. Holzinger in Marti's *Hand-Commentar zum Alten Testament, Exodus*, p. 85.

256. Cf. Morgenstern, 'The Book of the Covenant,' part II, p. 51f., HUCA 7 (1930).

257. It is quite possible that the law of release of the Hebrew defaulting debtor in the seventh year was connected with the institution of *šmittāh* 'the sabbatical year' (cf. D. H. Müller, *Die Gesetze Hammurabis und ihr Verhältnis zur mosaischen Gesetzgebung sowie zu den XII Tafeln*, p. 110f.; R. H. Pfeiffer, *Introduction to the Old Testament*, p. 222; and S. I. Feigin, 'Sēfer ham-mishpā'īm šel yitrô,' in *Sēfer hash-Shānāh li-Yehūdē Ameriqāh*, VII (1945), p. 101). But the emphasis of Deuteronomy on the fact that the slave had served 'double the cost of a hired laborer, six years,' clearly shows the influence of the Hammurabi Code on the Deuteronomic law.

258. The Hammurabi Code, par. 280-81, makes a distinction between native-born and foreign-born slaves in the case when such slaves are sold into a foreign country. For the interpretation of this law see p. 77f.

259. Cf. *Encyclopaedia Judaica*, IX, p. 496ff.

CHAPTER III

1. Cf. chapter I, notes 1-6 and TCL I 147 (=HG 1154).

2. In Ancient Babylonia a record was kept in the palace not only of state slaves but also of private slaves. This is evident from par. 18 of the Hammurabi Code which deals with the case of a fugitive slave: 'If that slave will not name his owner, he (the captor) shall bring him to the palace, his case shall be investigated, and they shall return him to his owner.' To 'investigate his case' can only mean that the palace checked the slave register to find the name of the slave's owner, cf. note 42 below.

3. VS XIII 39, 40, 46 (=HG 1841, 1843, 1851).

4. VS XIII 50 (=HG 1852).

5. VS XIII 45 (=HG 1848).

6. Cf. *Meissner BA*¹ p. 121.

7. BI pp. 148-51.

8. Luck. AR² p. 42, no. 83.

9. AS p. 95:71ff.; see also *ibid.* pp. 55-6, 117, etc.; *Streck Assurb.* pp. 88-9.

10. ABL 99 (=RCAE 99).

11. See notes 2 and 42.

12. ABL 212 (=RCAE 212).

13. ABL 304 (=Pfeiffer, *State Letters of Assyria*, no. 100 [*American Oriental Series*, 6]).

14. HSS x 66; see also *ibid.* 201, 208 and OHNT 51.

15. HSS XIII 49.

16. HSS XIII 237:25-6 *ni-eš bīti ša āla-še-ni-wa à ša āl ilāni*; *ibid.* 320:27 *ni-iš bīti^{ti} ša ālu-nu-zi*; see also *ibid.*, 115, 270, 358.

17. Cf. Gen. 17:27.

18. VS XIII 13 (=HG 1856).

19. Luck. AR II, p. 311f., no. 814.

20. *Piepkorn Ashurb.* pp. 82-3.

21. Cf. Albright, 'A Prince of Taanach in the Fifteenth Century B.C.,' *BASOR* 94 (1944), p. 23f.

22. Cf. Albright, 'Two Letters from Ugarit,' *BASOR* 82 (1941), pp. 43-6.

23. Knudtzon AT, see particularly nos. 120:22, 173:13, 268:19, 287:54 and 288:21. Unlike temple property which was clearly defined and administered by temple officials, no clear line could be drawn between the property of the state and that of the king. Crown lands and the private possessions of the king were merged together and supervised by state officials. The fact, however, that the temple constituted a separate institution did not make its treasures and slaves immune from the king. He could, and indeed often did, make use of its property. Among the slaves sent to Egypt there might have been, therefore, many temple slaves.

24. *BASOR* 79 (1940), p. 4.

25. Cf. Glueck, *HUCA* 11 (1936), p. 148 and *AASOR* 15, p. 28.

26. The institutions of temple slavery and state slavery are not mentioned in the Biblical slave legislations (Ex. 21; Dt. 15, Lev. 25). The law concerning the 'captive woman' in Dt. 20:10-14 is part of a cycle of family laws and has but little to do with captives as such. Only after the 'captive woman' had been brought into the house of her captor who intended to marry her does she become a proper subject of the law.

27. Cf. Num. 31:32-47; Josh. 9:23-7; Ez. 44:7-9; Ezra 8:20.

28. Cf. Dt. 20:10-14, 21:10; Judg. 5:30.

29. See below, note 41.

30. For the existence of crown lands cf. 1 Sam. 8:14, 22:7; 1 Kings 9:11-13; Ez. 48:21; 1 Chron. 27:25; 11 Chron. 21:3, 26:9-10, 32:27-9.

31. For this practice in Palestine cf. Amos 1:9.

32. It is improbable that the Deuteronomic admonition 17:16 'That he (the king) shall not multiply horses to himself, nor cause the people (*hā-ām*) to return to Egypt, to the end that he should multiply horses,'

refers to freeborn Judaeans who were sold to Egypt in exchange for horses. Perhaps we should take the term 'am here as meaning men of the Judaeans *corvée* whom unscrupulous kings hired out to work in Egypt from whom many never returned.

33. Gen. 49:15; Ex. 1:11; Dt. 20:11; Josh. 16:10, 17:13; Judg. 1:28, 30, 33, 35; II Sam. 20:24; I Kings 4:6, 5:27, 28, 9:15, 21, 12:18; Is. 31:8; Lament. 1:1; Prov. 12:24; Esth. 10:1; and II Chron. 8:8, 10:18.

34. Cf. II Sam. 20:24; I Kings 4:6, 5:28, 12:18; II Chron. 10:18; see also Ex. 1:11.

35. Dt. 20:11; Josh. 17:13; Judg. 1:28, 30, 33, 35. Of secondary importance to our study are Is. 31:8; Prov. 12:24; Lament. 1:1; and Esth. 10:1. The last passage shows clearly that *mas* when imposed on conquered people means tribute: 'Now the king Ahasuerus laid a tribute (*mas*) on the land and on the coastlands of the sea.'

36. I Kings 5:27, 9:15.

37. II Chron. 8:8 has only *mas*, but being the parallel passage to I Kings 9:21 'ôbêd should be supplied.

38. Cf. Josh. 17:13; Judg. 1:28, 30, 33, 35.

39. Cf. I Kings 9:27; II Chron. 8:18, 9:10.

40. Ezra 2:55-8; Nehem. 7:57-60, 11:3.

41. The *corvée* was practiced throughout the Ancient Near East. For obligatory forced labor in the pre-Hammurabi period cf. Schneider AK pp. 24, 34, 49, 92, and 100. The Hammurabi Code does not mention the *corvée*, but in documents of that period (cf. VS xvi 100=AB² p. 64, no. 2; BB 47, 48, 135; Meissner BA¹ pp. 123, 129; Lautner AP p. 89, note 300) as well as in those of the Neo-Babylonian period its existence is well attested. The Assyrian code prescribes forced labor (*šipar šarri*) for certain offences, but does not mention the *corvée* as a general practice imposed on the people (cf. Driver-Miles AL pp. 263-6). The very fact, however, that forced labor was meted out as a punishment, shows that the *corvée* was also known in Assyria. (Cf. Weidner, AfO 12, p. 53; Meissner BA¹ p. 143ff.; Olmstead, *History of Assyria*, pp. 516, 519; AR p. 453).

We have definitive information concerning the existence of the *corvée* in Syria and Palestine in the pre-Israelitic period. The technical term used to designate the *corvée* is the same as that later employed for the same function in the Old Testament, namely, *mas*. It is mentioned in a Ugaritic text as *msm* (Virolleaud, *Syria* 18, p. 164), and in the El-Amarna period in a letter from Biridia of Megiddo in which he expressly states that he had assembled the *awēlūti mazza* of Megiddo and sent them to till the soil of the royal domains of Shunem (RA 19, p. 97; cf. Alt, *Palästina Jahrbuch*, 20, pp. 34-7; W. F. Albright, *From the Stone Age to Christianity*, p. 155). The *corvée* is also mentioned in a letter from Taanach, cf. Albright, BASOR 94 (1944), p. 22.

During the period of the Judges, the *corvée* was unknown in Palestine. Since a central power was lacking, no one was in a position to impose it

on the population. With the establishment of the monarchy, however, the situation changed, and the kings were quick enough to re-establish the institution as a means of securing unpaid labor. According to our sources, it was Solomon who first introduced this system in Israel (I Kings 5:27, 9:15). But the *corvée* was already in existence during the reign of his predecessor, for an officer of the *corvée* ('*al ham-mas*) is mentioned at the time of David (II Sam. 20:24; see also *ibid.* 12:31=I Chron. 20:3). The census ordered by David (II Sam. 24) was undertaken for the twofold purpose of taxation and *corvée* service. The *corvée* was continued throughout the existence of the Israelitic and Judaeon kingdoms. This is proved indirectly by the many building activities of the Northern kingdom and directly by the decree of Asa: 'Thereupon king Asa made a proclamation to all Judah—none were exempted—and they carried away the stones of Ramah and its timbers with which Baasha had built. King Asa built with them Geba of Benjamin and Mizpeh' (I Kings 15:22, see also II Chron. 26:9-10). Whether all the people from the aristocracy down to the city proletarians and the peasantry were liable to the *corvée* is hard to say. From the phrase '*ên-nāqî* 'none is exempt' in Asa's decree and from the complaint of Nehemiah 3:5 that the nobles (*addirîm*) of Teqô'a 'put not their necks to the work of their lord,' it may safely be assumed that only in emergencies was the aristocracy called upon to contribute its share. In normal times, the burden of the *corvée* lay only on the shoulders of the common people. This is shown by Jeremiah's denunciation of Shallum for using forced labor in the building of his palaces: 'Woe unto him that buildeth his house by unrighteousness, and his chambers by wrong; that useth his neighbor's service without wages, and giveth him not for his work' (22:13).

For the employment of war captives as auxiliaries in public work cf. II Sam. 12:31; II Chron. 8:18. King Mesha of Moab employed the Israelite captives in the strengthening of his fortifications, cf. *Mesha Stone*, 25-6.

42. For the existence of public slave registers in Ancient Babylonia cf. CH par. 18; for Assyria ADD 68 (=AR 112 and p. 452f.), ABL 99 (=RCAE 99), and see also ABL 212 (=RCAE 212).

43. Cf. chapter II, note 43.

44. Cf. *Schneider* AK p. 92.

45. I Kings 5:28-9.

46. Cf. ch. II, notes 24-5.

47. For an account of the economic role of the Sumerian temple cf. *Schneider* AK; Deimel, 'Sumerische Tempelwirtschaft,' *AnO* 2; and for Ancient Babylonia Schwenzner, *Zum altbabylonischen Wirtschaftsleben*, MVAG 19/3.

48. For the role of the temple in the Cassite period cf. H. Torczyner, *Altbabylonische Tempelrechnungen (Denkschriften der Kaiser. Akad. der Wissen. in Wien. Phil.-hist. Klasse. Band 55/2. 1913)*.

49. Cf. C. H. W. Johns, *Babylonian and Assyrian Laws, Contracts and Letters*, p. 208ff.
50. Cf. Albright, 'The North-Canaanite Poems of Al'êyân Ba'al and the "Gracious Gods",' JPOS 14, p. 123, lines 75-6.
51. Knudtzon AT no. 137, lines 60-62.
52. Cf. I Kings 14:26, etc.
53. Cf. II Sam. 8-10f.; I Kings 15:15, 18; II Kings 12:5ff.; I Chron. 26:26f.
54. RISA p. 125, no. 11.
55. RISA p. 157, no. 5.
56. Scheil, RA 15, p. 61f.
57. VS XIII 36 (=HG 1839).
58. Langdon NBK p. 284, col. IX, lines 31ff.
59. Streck Assurb. II, p. 168, lines 34-6.
60. HSS XIII 352.
61. Num. 31:25-47.
62. Josh. 9:21-7.
63. Ezra 8:20.
64. Ezra 2:58.
65. II Sam. 8:11=I Chron. 18:11.
66. Ez. 44:7-9.
67. Cf. I Chron. 26:26ff.
68. *Nikol'skii Dok.* 174 (=Genouillac, OLZ 1909, p. 110); see also VS XIII 102 (=HG 1739).
69. RISA p. 137, no. 8.
70. RISA p. 41, no. 8.
71. VS VII 55 (=UAZP 24); see also Scheil, RA 15, p. 63f.
72. BIN II 132 (=SHBD p. 20f.).
73. AENN 361 (=SHBD p. 24); see also YBT VI 2 (=SHBD p. 41); YBT VI 57, 79 (=SHBD pp. 38-40).
74. YBT VI 56 (=SHBD p. 45).
75. YBT VII 17 (=SHBD p. 40f.); see also YBT VII 66 (=SHBD p. 34f.); TCL XII 36 (=NBBAD 36).
76. BRM II 53 (=ibid. p. 33, no. 6).
- 77-78. ADD 640 (=AR 45).
79. LFB 40.
80. YBT VI 154 (=SHBD p. 33); cf. ch. II, p.
81. SHBD; cf. Koschaker GR, p. 74ff.; and San Nicolò, *Zur Nachbürgerschaft in den Keilschrifturkunden und in den gräko-ägyptischen Papyri*, p. 8ff. (*Sitzungsbericht der Bayerischen Akad. der Wissen. phil.-hist. Abteilung*, 1937, Heft 6).
82. Cf. chapter II, par. 'Branding.'
83. BIN I 169; YBT VII 70 (=SHBD pp. 21ff., 47ff.).
84. Cf. SHBD p. 44, note 42.
85. BIN I 106; Scheil, RA 12, pp. 1-13; YBT VI 224; YBT VII 60 (=SHBD pp. 19f., 28f., 36ff., 50f.).

86. Par. 146-7, 175-6.
87. Cf. note 85.
88. YBT VII 88 (=SHBD p. 63f.).
89. TCL XII 154 (=NBBAD 154); YBT VII 44, 146, etc. (=SHBD p. 53f., 56ff.).
90. Ezra 2:43-54; Nehem. 7:46-56.
91. Num. 31:30, 47; Josh. 9:26; Ezra 8:20.
92. Cf. Ez. 44:7 and the non-Hebrew names of the *netinim* in the lists of Ezra and Nehemiah cited in notes 90-91.
93. Cf. J. Jacobs, *Studies in Biblical Archaeology*, p. 104ff.
94. I Sam. 1:11.
95. SHBD pp. 90-91.
96. Nehem. 3:31, 11:21.
97. *Mishnah Qiddushin* III, 12; *Yebamot* II, 4.
98. Cf. A. Deimel, 'Sumerische Tempelwirtschaft,' *AnO* 2, p. 86.
99. Cf. *Schneider* AK p. 35 and BIN v 251.
100. Scheil, RA 12, pp. 1-13, also translated SHBD p. 28.
101. YBT VII 69, 137 (=SHBD pp. 69f., 59f.); TCL XII 168 (=NBBAD 168).
102. AENP 101 (=ibid. p. 29).
103. TCL XII 161 (=NBBAD 161).
104. *StrCyr.* 313.
105. RISA p. 45:15.
106. V. Scheil, *Textes Élamites-Semitiques*, p. 6ff. (*J. de Morgan. Délégation en Perse. Mémoires.* II).
107. B. Meissner, *Assyriologische Studien* I, p. 6 (MVAG 8*).
108. Cf. F. R. Steele, *Nuzi Real Estate Transactions*.
109. Gen. 23:16-20. As in Babylonia and Assyria, the witness in Palestine impressed his seal on the contract. We do not know whether this was required by the law. Judging from the few sale transactions recorded in the Old Testament (Jer. 32:10, 12, 25, 44; Ruth 4:9-11), we may assume that their presence at a sale was required by law. For the existence of seals in Palestine cf. Gen. 38:18; Jer. 32:44, and see P. Thomsen, *Kompendium der palästinischen Altertumskunde*, p. 64f.
110. Gen. 33:19.
111. *Knudtzon* AT nos. 77, 81, 112, 114, 117, 118, 125, 130.
112. Cf. Mendelsohn, "The Canaanite Term for Free Proletarian," *BASOR* 83 (1941), pp. 36-9.
113. In addition to private ownership of land mention should be made also of private ownership of wells. W. R. Smith, *Lectures on the Religion of the Semites*, 3rd ed., p. 104f., says that 'property in water (among the desert Arabs) is older and more important than property in land.' In Palestine, private property in water meant also ownership of the land where the water was dug up, cf. Gen. 21:25ff., 26:17ff.; Judg. 1:15.

114. Cf. F. Buhl, *Die sozialen Verhältnisse der Israeliten*, p. 56ff. This he infers from Micah 2:5, Jer. 37:12, and Ez. chapters 45-6. Already Novack had pointed out that Micah 2:5 is a later gloss and actually expresses a messianic wish for a just redistribution of the land as did Ezekiel in his utopia (cf. Marti, *Das Dodekapropheton*, p. 274). The term *ḥalaq* in Jer. 37:12 means indeed 'to divide,' 'to apportion' land, but the following *betôkh hâ-'ām* does not mean 'among the people,' but 'among the family.' (For the meaning 'am 'family' cf. Gesenius-Buhl, *Handwörterbuch*, II 'am.) Someone of Jeremiah's family died and he, as an heir, participated in the inheritance of the deceased's estate, cf. Duhm, *Das Buch Jeremia*, p. 299. Kittel, who follows Buhl, cites also I Kings 18:6 and Amos 7:1 as additional proof of the existence of communal ownership of land. He says: 'Aber gewisse Spuren fortdauernden Gemeinbesitzes haben sich doch wohl erhalten. Wenn Ahab persönlich durchs Land reitet, nach Gras zu suchen, oder wenn Amos von der Mahd des Königs weiss, so ist damit doch wohl ein dem heutigen verwandter Zustand, nach dem ein Teil des Landes Eigentum der Regierung ist, vorausgesetzt. Sie wird es in der Regel verpachtet haben.' (*Geschichte des Volkes Israel*, 6. Aufl. II, p. 274, note 6.) However, I Kings 18:6 is no proof. The text merely states that Ahab and Obadiah went out in search of grass to save (the king's) horses and mules from starvation. Neither does Amos 7:1 prove anything. The first grass mowing belonged to the king, it was a tax which the landowners had to deliver to the state and hence it was called *gizzē ham-melekh* 'the king's mowing,' cf. Marti, *Das Dodekapropheton*, p. 208.

115. Ex. 22:4, see also v. 5 and 20:17. The ideal of private ownership in land is expressed in the often recurring phrase 'Every man under his vine and under his fig tree.' Cf. Max Weber, *Gesammelte Aufsätze zur Sozial- und Wirtschaftsgeschichte*, p. 85 where he states: 'Das "Gesetz" setzt nicht nur ein ansässiges, ackerbaureibendes Volk voraus, sondern es fehlt auch jede Spur von Kollektivbesitz. Auch der Grund und Boden ist voll appropriiert, wenn schon, wenigstens normalerweise, nur intra-familiales Verkehrsobjekt.' There are three terms in the Old Testament applicable to ownership of land, *ahuzzāh*, *nahālāh*, and *ḥelqāh*. That all land so designated could be sold and bought is evident from the following passages: Gen. 23:20, 33:19; Lev. 25:25; Josh. 24:32; I Kings 21:3-15; Ruth 4:3.

116. II Sam. 24:24.

117. I Kings 16:24.

118. I Kings 21:2-3.

119. Jer. 32:7ff.

120. II Sam. 13:23ff.

121. II Sam. 14:30.

122. Cf. Mendelsohn, "The Canaanite Term for Free Proletarian," BASOR 83 (1941), pp. 36-9.

123. Cf. CH par. 42-7, 52, 60-65.

124. VS III 14, 16, 50, 59, 183, 216, 220 (=NRVR 397, 398, 410, 412, 468, 471, 460); BE IX 26, 29, 60, 86a, 99, 101 (=BRRAD pp. 64, 70, 67, 66, 78, 76).

125. The largest numbers of slaves sold with the land are: 27 (ADD 59=AR 123); 30 (ADD 424=AR 90); 31 (ADD 428=AR 106).

126. ADD 627, 443 (=AR 97, 99); see also ADD 473, 399, 420, 422, 424, 426, 427, 428, 429, 430, 431, 435, 446, 447, 448, 471, 472, etc. (=AR 96, 3, 100, 103, 90, 89, 186, 106, 105, 32, 98, 447, 376, 61, 443, 167, 101).

127. AR p. 452.

128. ADD 429 (=AR 105).

129. ADD 241 (several families consisting of seventeen 'souls'), 253 (several families consisting of twenty people), 229 (several families consisting of seven people), (=AR 73, 85, 64).

130. Cf. CH par. 273-4.

131. Cf. Dubberstein, 'Comparative Prices in Later Babylonia,' AJSL 56, p. 40.

132. Meissner BA¹ p. 385: 'Schliesslich standen sich fast nur noch Patrizier und Sklaven gegenüber.'

133. Cf. Mendelsohn, 'Gilds in Babylonia and Assyria,' JAOS 60 (1940), pp. 68-72.

134. VS XVI 4 (=AB¹ 12); VS VII 188 (=BB 140); see also VS XIII 39, 46 (=HG 1841, 1851).

135. CT VIII 49a (=UAZP 14).

136. VS XVI 4 (=AB¹ 12).

137. In the Persian period a document (*StrCyr.* 64) mentions five years as the apprenticeship time for the weaver's trade.

138. We know of such cases in Nuzi, see *Nuzi* v 456 and OHNT 29.

139. Cf. *David Adoption* p. 33ff.

140. YBT v 253, cf. *Lautner* AP, p. 13, note 39.

141. *StrCyr.* 64 (lúš-pa-ru-tu).

142. YBT VII 114 (lú-aškāpu).

143. *StrCyr.* 325 (lú-pur-kúl).

144. *StrNbn.* 340 and *StrCyr.* 313 (lú-pu-ša-am-mu-ú-tu).

145. *StrCamb.* 245 (lú-qa-ši-ru-tu).

146. *StrNbn.* 336 (lúMU); *StrCyr.* 119, 248; VS v 9, 51 (=NRVR 296, 70); UMBS n¹ 65.

147. *StrCyr.* 64.

148. *StrCyr.* 313.

149. *StrCyr.* 325.

150. *StrCyr.* 248.

151. *StrCamb.* 245.

152. *StrDar.* 457 (=BR¹ p. 76, the translators left the word lú-aškāpu in lines 3 and 5 untranslated).

153. KAJI 98 (=AssR 93); ADD 172, 268 (=AR 461, 88).

154. ADD 258, 296 (=AR 65, 79).

155. ADD 619 (=AR 47).

156. ADD 247 (¹⁰*kubšu*), (=AR 83).
157. ADD 310 (*kudimmu*), (=AR 158; cf. ADD v, p. 524).
158. ADD 432 (*kū-giš*-APIN).
159. ADD 235, 366, 447, etc. (=AR 231, 52, 61); see also ITH 25.
160. ADD 642 (=AR 464).
161. LBL 160.
162. Agricultural products such as oil (Hos. 12:2; Ez. 27:17), wine (II Chron. 2:9), wheat and barley (Ez. 27:17; II Chron. 2:9), honey and balsam (Ez. 27:17) were at times exported but probably in small quantities.
163. Cf. Mendelsohn, 'Guilds in Ancient Palestine,' BASOR 80 (1940), pp. 17-21.
164. RTC 16 (=Langdon, ZA 25, pp. 211-12); *Nikol'skii Dok.* 293, cf. *San Nicolò Schlussk.*, p. 97, note 30.
165. ITT III 5269: ITT v 6830.
166. RV 53.
167. Par. 116, 214, and 252.
168. Par. 241.
169. VS IX 154 (=HG 973); BAP 1.
170. CT VI 29 (=UAZP 37).
171. TCL I 133 (=UAZP 82).
172. VS VII 53; CT XXXIII 41; CT VIII 27a (=HG 431, 1642, 429); cf. *Schwenzner*, p. 110.
173. AUS 11 (=UAZP 152); VS XIII 30 (=HG 1490).
174. Cf. Dubberstein, 'Comparative Prices in Later Babylonia,' AJSL 56, p. 34f., and B. Meissner, *Warenpreise in Babylonien (Abhand. der Preuss. Akad. der Wissen., Jahrg. 1936, phil.-hist. Klasse No. 1)*, p. 34ff.
175. *StrDar.* 212.
176. VS v 73 (=NRVR 76).
177. For a list of Assyrian slave prices cf. ADD III, pp. 542-6.
178. ADD 172, 196, 642 (=AR 461, 494, 464).
179. VS I 87 (=AR 506).
180. *Nuzi* II 195 (=NKD 30).
181. Cf. Albright, 'Two Letters from Ugarit,' BASOR 82 (1941), pp. 43-6; and Schaeffer, *Cuneiform Texts of Ras Shamra-Ugarit*, p. 45.
182. Ex. 21:32.
183. The *ana ittišu* series fixes ten shekels as wages for a year, cf. MSL I, Tf. 6, col. III, 21-2.
184. Cf. MSL I, Tf. 6, col. III, 18-20; BAP p. 10; and *Schwenzner*, pp. 37-44 and 108-9. According to the tariff of the Hammurabi Code (par. 273), the wages of a hired laborer was about twelve shekels a year.
185. VS v 16 (=NRVR 154).
186. *StrCyr.* 278.
187. VS IV 41 (=NRVR 660).
188. VS v 14 (=NRVR 152). The rate of five shekels a month, i.e. sixty shekels a year, mentioned in YBT III 69, was exceptional.

189. VS v 125 (=NRVR 158); NRB³ 10; cf. Dubberstein, 'Comparative Prices in Later Babylonia,' *AJSL* 56, p. 40.
190. HG 457.
191. CT II 23 (=HG 494).
192. TCL I 98-9 (=UAZP 186); BE VI¹ 28 (=HG 54).
193. BE VI¹ 62 (=HG 68).
194. TCL I 89 (=UAZP 185); CT VIII 16a (=HG 44).
195. *StrNbk.* 265; *StrNbn.* 243; *StrCyr.* 143; *StrCamb.* 193, 214, 215.
196. BM 82.7-14, 143 (=BR⁴ p. 19).
197. *StrDar.* 429 (=BR³ p. 36).
198. *StrDar.* 379 (=BR⁴ p. 35ff.).
199. TCL XIII 223 (=NBBAD 223).
200. ADD 258, 270 (=AR 65, 67).
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210. ADD 422 (=AR 103).
211. ADD 299, 727 (=AR 3, 92).
212. ADD 619 (=AR 47).
213. ADD 447 (=AR 61).
214. ADD 59 (=AR 123).
215. ADD 424 (=AR 90).
216. ADD 428 (=AR 106).
217. Cf. ADD III, no. 645, p. 388.
218. Cf. S. W. Baron, *The Jewish Community*, I, p. 46.
219. For a penetrating analysis of the half-free and half-unfree status of the Greek slave cf. W. L. Westermann, 'Slavery and the Elements of Freedom in Ancient Greece,' *Quarterly Bulletin of the Polish Institute of Arts and Sciences in America*, Jan. 1945, pp. 1-16.

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